3125461 BK 7130 PG 745 E 3125461 B 7130 P 745-749
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/29/2018 1:57:00 PM
FEE \$18.00 Pgs: 5
DEP eCASH REC'D FOR VANGUARD TITLE INS-UN

WHEN RECORDED MAIL TO:
SecurityNational Mortgage Company
Attn: Final Document Department
5300 South 360 West, Suite 150
Murray, UT 84123

LOAN #: 000924721

# UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

MIN: 1000317-0000834898-5 MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on October 26, 2018

between ARMANDO DELGADILLO

**GONZALEZ, A MARRIED MAN** 

("Borrower"),

Vanguard Title Insurance Agency, LLC

("Trustee").

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors or assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), and **SecurityNational Mortgage Company** 

("Lender").

UHC Form 040A Rev 07.05.18 Ellie Mae, Inc.

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I0826UTMD 0818 I0826UTMD (CLS) 10/26/2018 09:56 AM PST

#### 3125461 BK 7130 PG 746

|  |                                 |                             | LOAN #: (             | 00924721      |
|--|---------------------------------|-----------------------------|-----------------------|---------------|
| Borrower owes the Lender the             | sum of FIFTEEN THO              | USAND AND NO/100            | * * * * * * * * * * * | *****         |
| * * * * * * * * * * * * * * * * * * *    |                                 |                             |                       |               |
| *  | * * * * * * * * * * * * * * * * | * * * * * * * * * * * * * * | *****                 | * * * dollars |
| ( \$15,000.00                            | ) evidenced by a Subor          | dinate Note ("Note") d      | ated the same of      | late as this  |
| Subordinate Deed of Trust. This          |                                 |                             |                       |               |
| by the Note, with interest, and          |                                 |                             |                       |               |
| Borrower irrevocably grants ar           | d conveys to Trustee, in        | trust, with power of sa     | ale, the following    | described     |
| real property located in Davis           | -<br>1                          | County, Utah ("Prope        | erty")                |               |
| SEE LEGAL DESCRIPTION APN #: 12-098-0040 |                                 | ND MADE A PÀRT H            | ERÉOF AS "EX          | (HIBIT A".    |
|  |                                 |                             |                       |               |

which has an address of 2061 South 3300 West, Syracuse

[City]

Utah 84075

("Property Address").

Zip Code

TOGETHER WITH all improvements hereafter erected on the Property, and all easements, rights of way, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, income, water appropriations, rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Subordinate Deed of Trust. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

This Subordinate Deed of Trust is subordinate in all respects to a Deed of Trust (the "Senior Deed of Trust") which is amended by a Rider to Deed of Trust (the "Rider to Deed of Trust") encumbering the Property and which secures that certain note (the "Senior Note") dated the same date as this Subordinate Deed of Trust.

Lender may require immediate payment in full of all sums secured by this Subordinate Deed of Trust if:

- 1. Lender requires immediate payment in full of the Senior Note because Borrower is in default under the Senior Note, the Senior Deed of Trust, or the Rider to Deed of Trust;
- 2. Lender requires payment in full of the Senior Note because all or part of the Property is transferred or occupied in violation of the terms of the Senior Deed of Trust or the Rider to Deed of Trust;

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- 3. Borrower transfers all or part of the Property, whether or not in violation of the Senior Deed of Trust or the Rider to Deed of Trust:
- 4. Borrower is in default under the Subordinate Note or this Subordinate Deed of Trust; or
- 5. The Senior Note is prepaid prior to its maturity date (as defined in the Senior Note).

The restrictions will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary.

If circumstances occur which would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

Lender shall be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Subordinate Note and this Subordinate Deed of Trust, subject to the rights of Lender under the Senior Deed of Trust.

Borrower requests that any notice to the Borrower hereunder be mailed by first class mail to the Property Address. Lender requests that any notice to the Lender be mailed by first class mail to the principal offices of Lender described above, or any address Lender designates by notice to Borrower.

Any restrictions on conveyance in any loan document or deed of trust will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgagee is assigned to the Secretary of HUD.

ARMANDO DELGADILLO GONZALEZ

10-26-18(Seal)
DATE

LOAN #: 000924721

| STATE OF UTAH  | )                                     |                   |
|--|---------------------------------------|-------------------|
| COUNTY OF Davis Sant Care  | )                                     |                   |
| On this 26th day of October  | , in the year <b>2018</b>             | , before me       |
| lina Kitchen   | , a notary public, perso              | onally appeared   |
| ARMANDO DELGADILLO GONZALEZ, A MARRI   | ED MAN                                |                   |
|  |                                       |                   |
|  |                                       |                   |
| proved on the basis of satisfactory evidence to be the                                 | e person(s) whose name(s) (is/are) su | ubscribed in this |
| document, and acknowledged (he/she/they) execute                                       | d the same.                           |                   |
| TINA CASTILLO-KITCHEN  |                                       | 2.1               |
| NOTARY PUBLIC-STATE OF UTAH  |                                       | <del>//</del>     |
|  | Notary Signature ///                  | 1                 |
| (Notary Seal)  |                                       | ,                 |
|  |                                       |                   |
| Lender: SecurityNational Mortgage Company NMLS ID: 3116 Loan Originator: Gabriel Gaona |                                       |                   |
| NMLS ID: 1672409   |                                       |                   |

#### 3125461 BK 7130 PG 749

### **EXHIBIT A**

## Legal Description

Order No.: 26729-TK

All of Lot 40, Ranchettes West No. 2, Syracuse City, Davis County, Utah, according to the Official Plat thereof.

Tax Parcel No.: 12-098-0040