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BK 7352 PG 2674

E 3189369 B 7352 P 2674-2678
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/23/2019 4:19:00 PM
FEE \$40.00 Pgs: 5
DEP eCASH REC'D FOR STEWART TITLE INS A

WHEN RECORDED MAIL TO:
American Pacific Mortgage C/O DocProbe
Attn: Final Document Department
1820 Swarthmore Avenue
PO Box 2132
Lakewood, NJ 08701
518473
01-005-0009

LOAN #: 000775998

UTAH HOUSING CORPORATION
SUBORDINATE DEED OF TRUST (MERS)

MIN: MIN: 1002793-0006317719-6
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **September 23, 2019** between **ATA S AHHOY, A MARRIED MAN**

Stewart Title Insurance Agency

("Borrower"),

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 **American Pacific Mortgage Corporation**

("Lender").

UHC Form 040A
Rev 08/08/18
Ellie Mae, Inc.

Page 1 of 4

I0826UTMD 0219
I0826UTMD (CLS)
09/21/2019 12:44 PM PST



LOAN #: 000775998

Borrower owes the Lender the sum of **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100*** ***

***** dollars
(**\$14,500.00**) evidenced by a Subordinate Note ("Note") dated the same date as this
Subordinate Deed of Trust. This Subordinate Deed of Trust secures (a) the repayment of the debt evidenced
by the Note, with interest, and (b) the repayment of all sums advanced by the Lender to enforce the Note.

Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described
real property located in **Davis** County, Utah ("Property")
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 01-065-0009

which has an address of **67 E 250 N, North Salt Lake**

[City]

Utah **84054** ("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;
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;



LOAN #: 000775998

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).

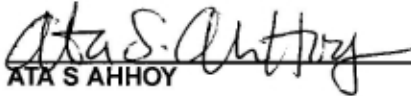
If circumstances occur which would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

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.


ATA S AHYOY

9-23-19 (Seal)
DATE



LOAN #: 000775998

STATE OF UTAH)
COUNTY OF Davis)

On this 23rd day of September, in the year 2019, before me
Bonnie Moon, a notary public, personally appeared
(notary public)
ATA S AHHOY, A MARRIED MAN

proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed in this document, and acknowledged (he/she/they) executed the same.



(Notary Seal)

Bonnie Moon
Notary Signature

MORTGAGE LOAN ORIGINATOR: Burke Christensen
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
308203
MORTGAGE LOAN ORIGATION COMPANY: American Pacific Mortgage Corporation
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
1850



EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 518473

All of Lot 9, Garden Grove, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

Tax ID No. 01-065-0009