

W3203005

US Title Insurance Agency, LLC

Hereby certifies that this is a true and exact copy of the original

12/9/2021 12:48:50 PM Bronsynn Russell

WHEN RECORDED MAIL TO: America First Federal Credit Union P.O. Box. 9639 Ogden, UT 84409

US TITLE INSURANCE AGENCY, LLC

E# 3203005 PG 1 OF 5 Leann H. Kilts, WEBER COUNTY RECORDER 09-Dec-21 0337 PM FEE \$40.00 DEP TN REC FOR: US TITLE INSURANCE AGENCY ELECTRONICALLY RECORDED

05-100-0027 US Title #048279

LOAN #: 2110058549

UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

MIN: MIN: 1009261-0000964443-3 MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on December 9, 2021

between KOLON JENKINS AND

ASHLEN KLINGLER

America First Federal Credit Union

("Borrower"),

("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 America First Federal Credit Union

("Lender").

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Borrower owes the Lender the sum of SEVENTEEN THOUSAND NINE HUNDRED FORTY FIVE

) evidenced by a Subordinate Note ("Note") dated the same date as this (\$17,945.00 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 Weber County, Utah ("Property")

All of Lots 22 and 23, Block 32, LAKE VIEW ADDITION, Ogden City, Weber County, Utah according to the Official Plat thereof.

Together with 1/2 of the vacated alley abutting thereon. APN #: 05-100-0027

which has an address of 3790 S Porter Ave, South Ogden

[City]

Utah 84403

("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:

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Initials: 🔼 10826UTMD 0219 10826UTMD (CLS) 12/08/2021 08:27 AM PST



- 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.

Kolan () enkins 12/9/21 (Seal)
KOLON JENKINS DATE

ASHI EN KLINGLER

7.9.2) (Seal)

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STATE OF UTAH)
COUNTY OF Weber)
On this <u>9th</u> day of <u>December</u>	, in the year 2021 , before me
(notary public) KOLON JENKINS AND ASHLEN KLINGLER	, a notary public, personally appeared
proved on the basis of satisfactory evidence to be the document, and acknowledged (he/she/they) execu	ne person(s) whose name(s) (is/are) subscribed in this ted the same.
(Notary Seal) Notary Public - State of Utah DARCY GLIKO Comm. #709498 My Commission Expires December 22, 2023	Notary Signature
MORTGAGE LOAN ORIGINATOR: Jennifer Christiansen NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:	

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412819

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MORTGAGE LOAN ORIGINATION COMPANY: America First Federal Credit Union

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:

Initials: \(\frac{1}{3}\) \(\frac{1}{4}\) \(\f

