

W3268435

UHC Form \$40A Rev 08/08/18

PREPARED BY: Janae Nelson Citywide Home Loans, LLC 9785 S Monroe St, Ste 200 Sandy, UT 84070

WHEN RECORDED MAIL TO: Citywide Home Loans, ILC C/O Guaranteed Rate, Inc. 1806 W. Cuyler Ave Suite IW Chicago, IL 60613-2541

ATTN: Final Docs

E# 3268435 PG 1 OF 3
Leann H. Kilts, WEBER COUNTY RECORDER
28-Dec-22 0120 PM FEE \$40.00 DEP SLV
REC FOR: US TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

UST #062314

UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

Reese Loan#: 980121163421 MIN: 100562760000016672 PIN: 08-678-0069

THIS DEED OF TRUST is made on December 28, 2022 between KYLER R. REESE, AN UNMARRIED MAN, AND LAWRENCE R. REESE AND JANA L. REESE, HOSBAND AND WIFE AS JOINT TENANTS ("Borrower"), U.S. Title Insurance Agency, LLC ("Trustee"), Mortgage Electronic Registration Systems, Ioc. ("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 PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), and Citywide Home Loans, LLC, ("Lender").

Borrower owes the Lender the sum of Eleven Thousand Three Hundred Seventeen And 00/100 dollars (\$11,317.00), 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 Weber County, Utah ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which has an address of 3317 West 3715 South, West Haven, Utah 84401 ("Property Address").

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:

- 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;
- 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;
- 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).

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.

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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.

lend K. Vone
- BORROWER - Kyler R. Reese
Lourence R Rease
- BORROWER - Lawrence R. Reese
Juna Reloe
- BORROWER - Jana L. Reese
STATE OF UTAH)
COUNTY OF Salt Lake Ss
On this 28th day of December, in the year 2022, before me 2028 the Company of December of the Company of the Co
notary public, personally appeared Kyler R Reese, Lawrence R Reese and Jana L Reese
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.

SUSAN M GALLEGOS
Notary Public State of Utah
My Commission Expires on:
September 29, 2025
Comm. Number: 720671

Individual Loan Originator: Rachel Thorell, NMLSR ID: 252850 Loan Originator Organization: Citywida Home Loans, LLC, NMLSR ID: 67180

EXHIBIT "A"

All of Lot 4069, SALT POINT NORTHWEST TOWNHOMES, West Haven City, Weber County, Utah, according to the Official Plat thereof.

Situated in Weber County

APN: 08-678-0069