

WHEN RECORDED MAIL TO:
Utah Housing Corporation
2479 South Lake Park Blvd
West Valley City, UT 84120
171858-LMP
08-455-0009



E# 3300964 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
06-Oct-23 0226 PM FEE \$40.00 DEP SD
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I
ELECTRONICALLY RECORDED

UTAH HOUSING CORPORATION
SUBORDINATE DEED OF TRUST (MERS)

MIN: **100053680002858812**

THIS DEED OF TRUST is made on October 5th, 2023 between
Shaylee Ann Boatright & Hunter Thomas Hemming as tenants in common ("Borrower"),
Cottonwood title insurance ("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 PrimeLending ("Lender").

Borrower owes the Lender the sum of Twelve Thousand, Five Hundred Eight and No/100 and _____ /00 dollars (\$ 12,508.00) 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")

which has an address of 4155 S 3450 W
WEST HAVEN, Utah 84401-6787 ("Property Address").
City 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;

UHC Form 040A
Rev 08/08/18

- 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.

Shaylee Ann Boatright
 Shaylee Ann Boatright

Hunter Thomas Hemming
 Hunter Thomas Hemming

STATE OF UTAH _____)

COUNTY OF Davis _____)

On this 5 day of Oct., in the year 2023 before me LARA MOUNTFORD,
Shaylee Ann HUNTER (notary public)
THOMAS
 a notary public, personally appeared Boatright - and - Hemming, 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)

[Signature]
 Notary Signature

MORTGAGE LOAN ORIGINATOR: **Jordin Hunting**
 NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **958727**
 MORTGAGE LOAN ORIGINATION COMPANY: **PrimeLending**
 NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **13649**

AFTER RECORDING MAIL TO:

PrimeLending
18111 Preston Road #900
Dallas, TX 75252

171BSB-LMP

08-455-0009

**UTAH HOUSING CORPORATION
RIDER TO DEED OF TRUST**

TAX-EXEMPT FINANCING

THIS Utah Housing Corporation Rider to Deed of Trust is made this 5th day of October, 2023, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to PrimeLending ("Lender") of the same date and covering the property (the "Property") described in the Security Instrument and located at:

4155 S 3450 W , WEST HAVEN, UT 84401-6787

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Rider to Deed of Trust, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
 - (i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143 (c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1) and except that this subparagraph (ii) shall not apply if the Property is a targeted area residence on the date of such sale or transfer]; or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100% and 120% shall be substituted for 115% and 140%, respectively, if the purchaser or other transferee has a family of fewer than 3 individuals, all as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code.
- (b) Borrower fails to occupy the Property described in the Security Instrument for the term of the Borrower's Note without prior written consent of Lender or its successors or assigns described at the beginning of this Rider to Deed of Trust; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application, affidavit or any related instrument made in connection with the loan secured by this Security Instrument.

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.

References are to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Rider to Deed of Trust.

Shaylee Ann Boatright

Borrower Shaylee Ann Boatright

Hunter Thomas Hemming

Borrower Hunter Thomas Hemming

Borrower

Borrower

STATE OF UTAH)

) ss.

COUNTY OF Davis)

Subscribed and sworn to before me this 5 day of Oct, 2023.



[Signature]

NOTARY PUBLIC

File No. 171858-LMP.

**EXHIBIT A
PROPERTY DESCRIPTION**

All of Lot 317, CANTERBURY CROSSING PHASE 3, according to the official plat thereof as recorded in the office of the Weber County Recorder.

Tax Id No.: 08-455-0009