

After Recording Return To:
RUTH RUHL, P.C.
Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

Prepared By:
Ruth Ruhl, Esquire
12700 Park Central Drive, Suite 850
Dallas Texas 75251

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Loan No.: 118213941
Parcel ID No.: 10-099-0011

FHA Case No.: 523-0070267-703

PARTIAL CLAIM DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on April 2nd, 2021 .
The Trustor is TAMRA J BIRCUMSHAW, AKA TAMARA J BIRCUMSHAW, whose address is 118 GREEN
DR, Layton, Utah 84041

("Borrower").

The trustee is Old Republic National Title Insurance Company ("Trustee"). The beneficiary is the Secretary of
Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410
("Lender"). Borrower owes Lender the principal sum of nine thousand five hundred fifty and 89/100
Dollars (U.S. \$ 9,550.89). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and
payable on February 1st, 2048 . This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other
sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower
irrevocably warrants, grants and conveys to the Trustee, in trust, with power of sale, the following described
property located in DAVIS County, Utah:

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 118 GREEN DR, LAYTON, Utah 84041

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

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4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. In the event Borrower does not cure the default within the period then prescribed by Applicable Law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with Applicable Law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or Applicable Law.

8. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

9. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

10. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

April 9 2021
Date

Tamara J Bircumshaw (Seal)
TAMRA J BIRCUMSHAW, AKA TAMARA -Borrower
J BIRCUMSHAW

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

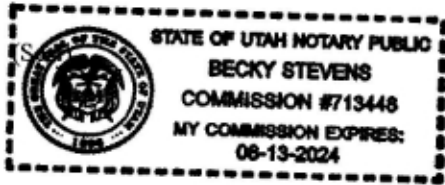
Date

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

State of Utah §
County of Davis §

The foregoing instrument was acknowledged before me this April 09 2021, [date]
by TAMRA J BIRCUMSHAW, AKA TAMARA J BIRCUMSHAW [name of person acknowledged].



Becky Stevens
Notary Signature
Notary Public, State of Utah
My Commission Expires: 08-13-2024

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 11, CHURCH STREET SUBDIVISION, A SUBDIVISION OF PART OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF LAYTON, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Parcel ID: 10-099-0011

EXHIBIT B

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**PARTIAL CLAIM
BANKRUPTCY DISCLOSURE RIDER**

THIS PARTIAL CLAIM BANKRUPTCY DISCLOSURE RIDER is given on the 2nd day of April, 2021, and is incorporated into and shall be deemed to amend and supplement the Note and Security Instrument (collectively the Partial Claim Note and Partial Claim Security Instrument") of the same date made by TAMRA J BIRCUMSHAW, AKA TAMARA J BIRCUMSHAW

(the "Borrower"),
and the Secretary of Housing and Urban Development

(the "Lender"),
covering the property described in the Partial Claim Note and Partial Claim Security Instrument located at:

118 GREEN DR, LAYTON, Utah 84041

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

1. **Borrower has filed for a Chapter 13 bankruptcy and, Lender's final approval of the Partial Claim Note and Partial Claim Security Instrument is contingent upon approval by the bankruptcy court, if required.**
2. **AFTER** execution of the Partial Claim Note and Security Instrument, the bankruptcy court may award the Borrower a Chapter 13 bankruptcy discharge upon completion of the Chapter 13 plan payments.
3. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Partial Claim Note, Partial Claim Security Instrument and this Partial Claim Bankruptcy Disclosure Rider, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

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Except as otherwise specifically provided in this Partial Claim Bankruptcy Disclosure Rider, the terms of the Partial Claim Note and Partial Claim Security Instrument will remain unchanged and in full effect.

April 9, 2021
Date

 (Seal)
TAMARA J BIRCUMSHAW, AKA -Borrower
TAMARA J BIRCUMSHAW

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower