

3399871  
BK 7801 PG 2295

E 3399871 B 7801 P 2295-2300  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/14/2021 2:52:00 PM  
FEE \$40.00 Pgs: 6  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

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

LOAN #: 001090901

145727-KIP  
14-090-0011

**UTAH HOUSING CORPORATION  
SUBORDINATE DEED OF TRUST (MERS)**

MIN: MIN: 1002793-0006627967-6  
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **July 13, 2021** between **SHEENA SYLVESTER AND  
MATTHEW SYLVESTER, WIFE AND HUSBAND AS JOINT TENANTS**

**Cottonwood Title Insurance Agency, Inc.**

("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.

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10826UTMD 0219  
10826UTMD (CLS)  
07/12/2021 02:33 PM PST



LOAN #: 001090901

Borrower owes the Lender the sum of **SIXTEEN THOUSAND TWO HUNDRED ONE AND NO/100\*\***  
\*\*\*\*\*  
\*\*\*\*\* dollars  
( **\$16,201.00** ) 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")  
**Lot 11, CLEARFIELD VILLA SUBDIVISION, according to the official plat thereof, on file and of**  
**record in the office of the Davis County Recorder, State of Utah.**  
**APN #: A000308H33**

14-090-0011

which has an address of **67 North Villa Drive, Clearfield**

[City]

Utah **84015-3246** ("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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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.

Sheena Sylvester  
SHEENA SYLVESTER

7/13/21 (Seal)  
DATE

Matthew Sylvester  
MATTHEW SYLVESTER

7-13-21 (Seal)  
DATE



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LOAN #: 001090901

STATE OF UTAH )

COUNTY OF Davis )

On this 13th day of July, in the year 2021, before me

Jennifer N. Gibson

(notary public)

SHEENA SYLVESTER AND MATTHEW SYLVESTER, WIFE AND HUSBAND AS JOINT TENANTS

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)

Notary Signature

A handwritten signature in dark ink, appearing to read 'Jennifer N. Gibson', written over a horizontal line.

MORTGAGE LOAN ORIGINATOR: Joshua James Vollmer  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:  
1105429  
MORTGAGE LOAN ORIGATION COMPANY: American Pacific Mortgage Corporation  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:  
1850



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Lot 11, CLEARFIELD VILLA SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Davis County Recorder, State of Utah.

Tax Id No.: 14-090-0011