

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-KTP
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").



LOAN #: 001090901

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 #: **A000298H33**

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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UHC Form 040A
Rev 08/08/18
Ellie Mae, Inc.

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I0826UTMD 0219
I0826UTMD (CLS)
07/12/2021 02:33 PM PST



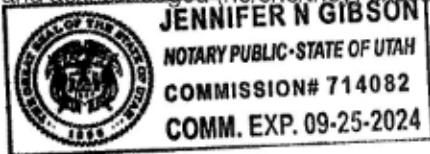
LOAN #: 001090901

STATE OF UTAH)
COUNTY OF Davis)

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

Jennifer N. Gibson, a notary public, personally appeared
(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 Signature

(Notary Seal)

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