

This Document Prepared By:  
**DAVID O'BRIEN**  
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**635 WOODWARD AVE**  
**DETROIT, MI 48226**  
**(888) 663-7374**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**Tax/Parcel #:** APN#: 06-227-0620

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**FHA Case No.: 521-944063 8 703**  
**Loan No: 3358108825**

## **PARTIAL CLAIMS MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **AUGUST 24, 2021**. The mortgagor is **JANICE JOHNSON AND CRAIG G. JOHNSON, WIFE AND HUSBAND** ("Borrower"), whose address is **1438 W 2300 S, WOODS CROSS, UTAH 84087**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **FORTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND 71 CENTS** Dollars (U.S. **\$44,827.71**). 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 **JUNE 1, 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 does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the COUNTY of **DAVIS**, State of **UTAH**:

which has the address of , **1438 W 2300 S, WOODS CROSS, UTAH 84087** (herein "Property Address");

## **LEGAL DESCRIPTION**

**PLEASE SEE ATTACHED EXHIBIT 'A'**

Tax Parcel No.

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 seised of the estate hereby conveyed and has the right to mortgage, 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 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**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.

**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.

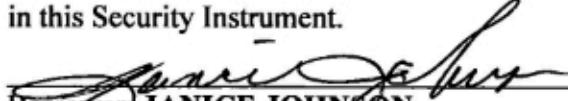
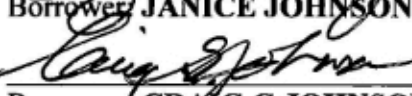
**6. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**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. 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 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 non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

	<u>14 SEPT 21</u>
Borrower: JANICE JOHNSON	Date
	<u>14 Sept 21</u>
Borrower: CRAIG G JOHNSON	Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

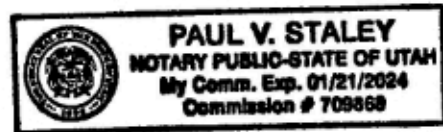
State of Utah)

County of § Davis)

On this 14<sup>th</sup> day of September, in the year 2021, before me, Paul V Staley, a notary public, personally appeared JANICE JOHNSON, CRAIG G JOHNSON, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

  
\_\_\_\_\_  
(notary signature)



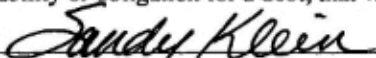
(seal)

### Addendum

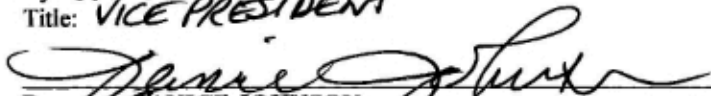

This Addendum is made a part of that Loan Modification Agreement entered into between **Secretary of Housing and Urban Development** (the "Lender") and **JANICE JOHNSON AND CRAIG G. JOHNSON, WIFE AND HUSBAND** (the "Borrower") dated **AUGUST 24, 2021** the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

  
\_\_\_\_\_  
Lender Signature  
By: SANDY KLEIN  
Title: VICE PRESIDENT

9-16-21  
Date

  
\_\_\_\_\_  
Borrower: JANICE JOHNSON  
  
\_\_\_\_\_  
Borrower: CRAIG G JOHNSON

14 SEPT 21  
Date  
14 Sept. 21  
Date

**EXHIBIT A**

**THE LAND ASSOCIATED WITH THE PROPERTY ADDRESS REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF WOODS CROSS, COUNTY OF DAVIS AND STATE OF UTAH, AND DESCRIBED AS FOLLOWS:**

LOT 620, FIELD CREST SUBDIVISION PHASE 6, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

**APN: 06-227-0620**