

After Recording Mail To:

3534641  
BK 8286 PG 470

E 3534641 B 8286 P 470-473  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/29/2023 01:41:42 PM  
FEE: \$40.00 Pgs: 4  
DEP eCASH REC'D FOR: INWEST TITLE SERVICES  
- SALT LAKE

~~Black Horse Creek~~ Plains Commerce Bank  
~~2875 S Lake Park Blvd~~ 5109 S Broadband Lane  
~~West Valley City, UT 84118~~ Edges II  
Sioux Falls, SD 57108  
(866) 635-2467

## Subordinate Deed of Trust (MERS)

TALIDA# 12-223-0406

MIN: 100521008081487903

THIS DEED OF TRUST is made on June 29, 2023 between  
Savannah Lou Garlick and Miri Stamm ("Borrower"),  
Inwest Title Services ("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 Plains Commerce Bank  
("Lender").

Borrower owes the Lender the sum of Eighteen Thousand Nine Hundred  
and no /00 dollars (\$ 18,900.00) 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")

which has an address of 387 W 1900 S

Clearfield, Utah 84015 ("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;
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.

Savannah Lou Garlick

Name of Borrower

*[Signature]*

Borrower's Signature

Miri Stamm

Name of Borrower

*[Signature]*

Borrower's Signature

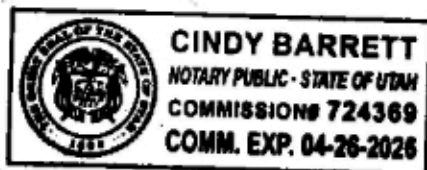
STATE OF UTAH

COUNTY OF

*Salt Lake*

On this *29* day of *June*, in the year *23*, before me a notary public, personally appeared, 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.

*[Signature]*  
Notary Signature



(Notary Seal)

MORTGAGE LOAN ORIGINATOR: Ashley Tuft  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 1164089  
MORTGAGE LOAN ORIGINATION COMPANY: Plains Commerce Bank  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 463950



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**ORDER NUMBER:** 303146

**EXHIBIT "A"**

(12-223-0406)

ALL OF LOT 406, ANTELOPE CROSSING NO. 4 SUBDIVISION, CLEARFIELD CITY, DAVIS COUNTY, UTAH,  
ACCORDING TO THE OFFICIAL PLAT THEREOF.