3573453 BK 8513 PG 817

E 3573453 B 8513 P 817-820 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 05/30/2024 04:50:23 PM FEE: \$40.00 Pgs: 4 DEP eCASH REC'D FOR: COTTONWOOD TITLE

AND THE REAL PROPERTY OF THE P XXXXXXXIake@arkxBhrrk

After Recording Mail To:

Plains Commerce Bank 5101 S Broadband Ln Sioux Falls, SD 57108

178278 - DWP

Subordinate Deed of Trust (MERS)

INSURANCE AGENCY, INC.

#09-429-0114 MIN: 100521008081739238

| THIS DEED OF TRUST is made on May 30 | | | ,2024 | between |
|---|--------------------------------|---------------------------------|-----------------------------------|--------------------------------|
| Gracie Caldwell and Jackson Caldwell | | | | ("Borrower"), |
| Cottonwood Title Insurance Agency | | | 7 | ("Trustee"), |
| Mortgage Electronic Registration Systems, Inc. hereinafter defined, and Lender's successors or ass Delaware, and has an address and telephone number MERS, ("Beneficiary"), and Plains Commerce B ("Lender"). | signs). MERS er of P. O. Bo | is organized a | nd existing unde | r, as |
| Borrower owes the Lender the sum ofTwenty Tv | | | | |
| and | 5.00 |) ev | idenced by a S | ubordinate |
| Note ("Note") dated the same date as this Subordi secures (a) the repayment of the debt evidenced b sums advanced by the Lender to enforce the Note. | y the Note, | of Trust. This with interest | Subordinate D , and (b) the re | eed of Trust payment of all |
| Borrower irrevocably grants and conveys to Truste | a in truct | with nower of | feala the falle | اد بالسمية معاد |
| real property located in Davis | e, iii trust, | | h ("Property") | wing described |
| which has an address of2510 N Knights Ln | | | | |
| Layton | | | | |

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;

- 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.

| Gracie Caldwell | Jackson Caldwell | |
|--|---|--|
| A Sul Calund | Name of Borrower | |
| Borrower's Signature | Borrower's Signature | |
| STATE OF UTAH | _) | |
| COUNTY OF DWYS | _) | |
| On this 30 day of May, in the year 200 proved on the basis of satisfactory evidence to be the provential document, and acknowledged he/she/they) executed to | person(s) whose name(s) (is/are) subscribed in this | |
| DAVID J. WRIGHT NOTARY PUBLIC - STATE OF UTAH COMMISSION# 727180 COMM. EXP. 10-17-2026 | Notary Signature | |

(Notary Seal)

MORTGAGE LOAN ORIGINATOR: Benjamin Lemon
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:71650
MORTGAGE LOAN ORIGINATION COMPANY: Plains Commerce Bank
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 463950





File No. 178278-DWP.

EXHIBIT A PROPERTY DESCRIPTION

All of Lot 114, THE RIDGE AT KNIGHTS COURT PRUD SUBDIVISION, according to the official plat thereof as recorded in the office of the Davis County Recorder.

Tax Id No.: 09-429-0114