

When recorded, return to:
Sun American Mortgage Company
C/O DocProbe
1133 Ocean Avenue
Mail Stop Code: DP433
Lakewood , NJ 08701

Title Order No.: LUT-UTLC-3562661-P
Escrow No.: LUT-UTLC-3562661-P
LOAN #: 21032713

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1000768-0000062967-5
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 13, 2021, together with all Riders to this document.

(B) "Borrower" is ERIC R GROB AND ANN B GROB, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

Borrower is the trustor under this Security Instrument.

UTAH – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3045 1/01
Ellie Mae, Inc.

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UTEDEDL 1019
UTEDEDL (CLS)
07/13/2021 11:08 AM PST

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Fee: \$40.00 By: SOLIDIFI TITLE AGENCY OF UTAH, LLC
Jason Monroe, Sevier County, Utah Recorder



(C) "Lender" is Sun American Mortgage Company.

Lender is a Corporation, organized and existing under the laws of Arizona. Lender's address is 4140 E. Baseline Road, #206, Mesa, AZ 85206.

(D) "Trustee" is Solidifi Title Agency of Utah, LLC.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. 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.

(F) "Note" means the promissory note signed by Borrower and dated July 13, 2021. The Note states that Borrower owes Lender TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100***** Dollars (U.S. \$225,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2051.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of

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the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in the **County**

[Type of Recording Jurisdiction]

of **Sevier**

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 2-G1D-26

which currently has the address of **245 E 100 N, Glenwood,**

[Street] [City]

Utah **84730**

("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, 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

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LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SEVIER, CITY OF GLENWOOD, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

BEGINNING 0.88 CHAINS EAST AND 183.81 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 214.50 FEET; THENCE SOUTH 107.25 FEET; THENCE WEST 214.50 FEET; THENCE NORTH 107.25 FEET TO THE POINT OF BEGINNING.

PARCEL ID #2-G1D-26

Property Commonly Known As: 245 E 100 N, Glenwood, UT 84730
Parcel ID: 2-G1D-26

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