

Ent: 468709 B: 1569 P: 0660

Chad Montgomery Box Elder County Utah Recorder

10/31/2023 03:41 PM Fee \$40.00 Page 1 of 6

For FIRST AMERICAN - BOUNTIFUL

Electronically Recorded By SIMPLIFILE LC E-RECORDING

WHEN RECORDED MAIL TO:
First American Mortgage Solutions
c/o New American Funding Post Closing
1795 International Way
Idaho Falls, ID 83402

LOAN #: 1001194391

APN: 05-106-0008
05-106-0033 UTAH HOUSING CORPORATION
SUBORDINATE DEED OF TRUST (MERS)

MIN: MIN: 1003763-0304195799-6
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on October 31, 2023 between LUKE CALDER AND
ANEISA CALDER, HUSBAND AND WIFE

("Borrower"),

First American Title / First American Title Ins Co (UT)

("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 New American Funding, LLC

("Lender").

UHC Form 040A
Rev 08/08/18
ICE Mortgage Technology, Inc.

Page 1 of 5

10826UTMD 0219
10826UTMD (CLS)



LOAN #: 1001194391

Borrower owes the Lender the sum of **TWENTY TWO THOUSAND THREE HUNDRED EIGHTY SEVEN AND NO/100** **** dollars
 (**\$22,387.00**) 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 **Box Elder** County, Utah ("Property")
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
 APN #: **05-106-0008 AND 05-106-0033**

which has an address of **10055 N 11600 W, Tremonton**

[City]

Utah 84337 ("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;



LOAN #: 1001194391

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.

luke calder
LUKE CALDER

10-31-23 (Seal)
DATE

Ane Calder
ANEISA CALDER

10-31-23 (Seal)
DATE



LOAN #: 1001194391



LOAN #: 1001194391

STATE OF UTAH)

COUNTY OF Box Elder)On this 31st day of October, in the year 2023, before meLori K. Singleton, a notary public, personally appeared

(notary public)

LUKE CALDER AND ANEISA CALDER, HUSBAND AND WIFE

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 Seal)

Notary Signature

MORTGAGE LOAN ORIGINATOR: Karol Johnson
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:

313916

MORTGAGE LOAN ORIGINATION COMPANY: New American Funding, LLC
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:

6606



EXHIBIT 'A'

File No.: **331-6291128 (EL)**

Property: **PARCEL 1: 10055 North 11600 West, PARCEL 2: Vacant Land, Tremonton, UT 84337**

PARCEL 1:

BEGINNING AT A POINT 26.5 FEET NORTH AND 163 FEET WEST FROM SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, THENCE WEST 120 FEET, THENCE NORTH 403 FEET, THENCE EAST 250 FEET, THENCE SOUTH 60 FEET, THENCE SOUTH 20°50' WEST 369 FEET TO THE POINT OF BEGINNING.

FOR REFERENCE ONLY: APN 05-106-0008

PARCEL 2:

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 4 WEST, SALT LAKE MERIDIAN, COMMENCING AT A LARGE NAIL AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 4 WEST, NORTH 0°0'0" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26.5 FEET, THENCE SOUTH 90°0'0" WEST 163 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 90°0'0" WEST 120 FEET, THENCE NORTH 0°0'0" EAST 433 FEET, THENCE NORTH 90°0'0" EAST 42.57 FEET, THENCE NORTH 0°0'0" EAST 69.5 FEET TO THE SOUTHWEST CORNER OF PARCEL 05-106-0028, THENCE NORTH 90°0'0" EAST ALONG THE SOUTH LINE OF SAID PARCEL 207.43 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND A POINT ON THE WEST RIGHT OF WAY LINE OF 11600 WEST STREET, THENCE SOUTH 0°0'0" WEST ALONG SAID RIGHT OF WAY LINE 159.5 FEET, LEAVING RIGHT OF WAY LINE SOUTH 20°45'26" WEST 366.81 FEET (SOUTH 20°50' WEST 369 FEET BY RECORD) TO THE TRUE POINT OF BEGINNING.

LESS [05-106-0008]: BEGINNING AT A POINT 26.5 FEET NORTH AND 163 FEET WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 4 WEST, SALT LAKE MERIDIAN, THENCE WEST 120 FEET, THENCE NORTH 403 FEET, THENCE EAST 250 FEET, THENCE SOUTH 60 FEET, THENCE SOUTH 20°50' WEST 369 FEET TO THE POINT OF BEGINNING.

LESS [05-106-0032]: A 20 FOOT WIDE PARCEL OF GROUND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 4 WEST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS: COMMENCING AT THE NAIL FOUND AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 11 NORTH, RANGE 4 WEST OF THE SALT LAKE BASE AND MERIDIAN, (NOTE: NEWER 2015 MARKER IS APPROXIMATELY 4.4 FEET EASTERLY FROM THE OLD MARKER FOUND IN 1999-2000) FROM WHICH THE RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS NORTH 00°05'57" WEST (NORTH FROM THE OLD MARKER) 2,645.80 FEET; AND RUNNING THENCE NORTH 00°05'57" EAST (NORTH BY RECORD ALONG THE PREVIOUS LINE) 529.02 FEET; THENCE WEST 36.56 FEET (33 FEET BY RECORD FROM THE OLD LINE) TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE WEST 207.43 FEET; THENCE SOUTH 20.00 FEET; THENCE EAST 207.43 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

FOR REFERENCE ONLY: APN 05-106-0033