

ENT86362:2021 PG 1 of 6
Andrea Allen
Utah County Recorder
2021 May 07 10:32 AM FEE 40.00 BY CS
RECORDED FOR Real Advantage Title Insurance Agency
ELECTRONICALLY RECORDED

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

LOAN #: 149421115971

**UTAH HOUSING CORPORATION
SUBORDINATE DEED OF TRUST (MERS)**

MIN: MIN: 1003763-0300787612-3
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **May 5, 2021** between **EVERETT BRINK**

Real Advantage Title Insurance Agency, LLC

("Borrower"),

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 **Broker Solutions, Inc.dba New American Funding**

("Lender").

UHC Form 040A
Rev 08/08/18
Ellie Mae, Inc.

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Initials:

EB
I0826UTMD 0219
I0826UTMD (CLS)



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Borrower owes the Lender the sum of **TWENTY FIVE THOUSAND THREE HUNDRED THIRTY TWO AND NO/100*** **** dollars (**\$25,332.00**) 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 **Utah** County, Utah ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 14-046-0235

which has an address of **445 East 790 South, Pleasant Grove**

[City]

Utah 84062 ("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;



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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).

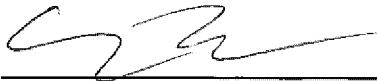
If circumstances occur which would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

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.

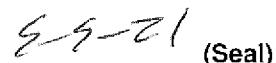
The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains 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.



EVERETT BRINK



(Seal)

DATE



LOAN #: 149421115971

STATE OF UTAH

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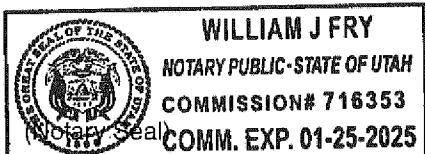
COUNTY OF Utah

)

On this 5th day of May, in the year 2021, before me

W.J. FRY, a notary public, personally appeared
EVERETT BRINK

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.



W.J. FRY
 Notary Signature

MORTGAGE LOAN ORIGINATOR: Lindsey McDonald
 NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
 315070
 MORTGAGE LOAN ORIGINATION COMPANY: Broker Solutions, Inc.dba New American Funding
 NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
 6606



EXHIBIT "A"
Property Description

Order No.: 21-5838-JF
Parcel Number: 14:046:0235
Property Address: 445 East 790 South, Pleasant Grove, UT 84062

PROPERTY DESCRIPTION:

Commencing at point located South 00°22'25" East along the section line 158.38 feet and East 661.29 feet from the West Quarter Corner of Section 28, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 51°48'43" West 51.08 feet; thence North 61°46'23" West along the East boundary line of Silverstone Planned Unit Development, 17.15 feet; thence North 52°11'05" West along the East boundary line of Silverstone Planned Unit Development 16.00 feet; thence North 25°33'01" West along the East boundary line of Silverstone Planned Unit Development 36.81 feet; thence North 32°24'58" West along the East boundary line of Silverstone Planned Unit Development 26.23 feet; thence North 12°02'41" West along the East boundary line of Silverstone Planned Unit Development 15.81 feet; thence North 12°02'05" West 27.54 feet; thence North 74°46'27" East along the Northern boundary the record of survey for Robert D. West by Francis D. Eickbush, dated January 29, 2001, 172.70 feet; thence South 32°59'50" East 146.27 feet; thence South 63°11'22" West along the Southern boundary the record of survey for Robert D. West by Francis D. Eickbush, dated January 29, 2001 153.26 feet to the point of beginning. Situate in Utah County, State of Utah.

Reserving, exempting and granting to Kenneth Dale West and Dorothy West and their heirs a assigns, a forty foot ingress and egress right of way easement along the West edge of the property; and further reserving, saving and excepting unto grantors and their heirs, assigns a licensees a forty foot ingress, egress and drainage easement along the South edge of the property.

LESS AND EXCEPTING THE FOLLOWING: Commencing at a point located South 00°22'25" East along the section line 47.33 feet and East 561.67 feet from the West Quarter corner of Section 28, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 22°02'41" West along the East boundary line of Silverstone Planned Unit Development 9.13 feet; thence North 12°02'05" West 27.54 feet; thence North 74°46'27" East along the Northern boundary the record of survey for Robert D. West by Francis D. Eickbush, dated January 29, 2001 172.70 feet; thence South 32°59'50" East 22.49 feet; thence South 69°57'50" West 180.65 feet to the point of beginning.

AND

Commencing at a point located South 00°22'25" East along the Section line 126.10 feet and East 620.05 feet from the West Quarter corner of Section 28, Township 5 South, Range 2 East, Salt

PROPERTY DESCRIPTION

Lake Base and Meridian; thence North 63°08'13" East 145.42 feet; thence along a curve having a radius of 56.00 feet to the left 25.35 feet, (chord bears North 50°10'05" East 25.14 feet); thence South 32°59'50" East 53.61 feet; thence South 63°11'22" West 153.26 feet; thence North 51°48'43" West 51.08 feet; thence North 61°46'23" West 1.47 feet to the point of beginning.

TOGETHER WITH all rights associated with that certain right of way for a drive way as disclosed in Assignment recorded July 6, 2001, as Entry No. 4560, in Book 2761, at Page 140, Utah County Recorder's Office. Situate in Utah County, State of Utah.

ALSO LESS AND EXCEPTING THEREFROM an portion lying within the bounds of Grove Phase 3, a Planned Unit Development.

Tax Parcel #: 14:046:0235

PROPERTY DESCRIPTION