

ENT 88759:2024 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Dec 17 10:17 AM FEE 40.00 BY MG
RECORDED FOR Halliday, Watkins & Mann, P
ELECTRONICALLY RECORDED

AFTER RECORDING RETURN TO:

HALLIDAY, WATKINS & MANN, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

HWM File # UT24631

Parcel # 03-076-0042

WARRANTY DEED

Barbara Jean Cummings Sheen, JaDene Cummings Clarke, and Michael Jay Cummings as the Successor Co-Trustees of the Cummings Family Trust, dated July 16, 1999, who reside in the State of Utah, as **GRANTORS**, hereby CONVEY AND WARRANT to Secretary of Housing and Urban Development, 14002 East 21st Street, Tulsa, OK 74134, as **GRANTEE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described property commonly known as 935 North 400 East, Pleasant Grove, UT 84062-1805, located in Utah County, State of Utah:

Commencing at a point on the West line of 400 East Street, said point being East 436.84 feet and North 1197.67 feet from the East 1/4 corner of Section 20, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°18' West 120 feet; thence North 0°29' East 85 feet; thence South 89°18' East 120 feet; thence South 0°29' West 85 feet to the point of beginning.

Subject to a first Trust Deed indebtedness in favor of Mortgage Electronic Registration Systems, Inc. as Beneficiary, as nominee for Sun West Mortgage Company Inc. d/b/a Sun West Mortgage USA Company, Inc., its successors and assigns, evidenced by a Note dated August 17, 2009, secured by a Fixed Rate Home Equity Conversion Deed of Trust of even date, which was recorded August 21, 2009, in the office of the County Recorder of Utah County, State of Utah, as Entry Number 91815:2009. This deed is executed and delivered to the Grantee in lieu of foreclosure and upon the agreement and understanding that the Grantors will be released from personal liability for said indebtedness including all accrued interest, late charges, penalties, legal fees and costs upon recording of this deed, pursuant to the terms of the Estoppel Affidavit attached hereto as Exhibit "A". Notwithstanding this conveyance, it is the express intention of both the Grantors and Grantee that there shall be no merger of the interest conveyed to Grantee with the beneficial interest held by Grantee under its Fixed Rate Home Equity Conversion Deed of Trust, for any reason, including, but not limited to, the fact that the same entity or affiliated entities may own, or hold, directly or indirectly, all such interests or any combination thereof, it being the express intention of both the Grantors and Grantee that no merger be effected hereby and that the lien contained in the Fixed Rate Home Equity Conversion Deed of Trust shall be and remain at all times a valid and continuous lien until and unless released of record by Grantee, or its successors and assigns. Acceptance by Grantee of this Warranty Deed shall not prejudice, limit, restrict, or affect any claim that Grantee may have regarding priority under the Fixed Rate Home Equity Conversion Deed of Trust over any other liens, claims, or encumbrances of any kind whatsoever.

WARRANTY DEED

935 North 400 East, Pleasant Grove, UT 84062-1805

Parcel # 03-076-0042

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Signature Page 1 of 3

WITNESS the hand of said Grantor, this 26 day of November, 2024.

Barbara Jean Cummings Sheen, a Successor Co-Trustee of the Cummings Family Trust, dated July 16, 1999

Barbara Jean Cummings Sheen, a Successor
Cummings Family Trust, dated July 16, 1999
(must be signed exactly as typed)

STATE OF UTAH)

: ss.

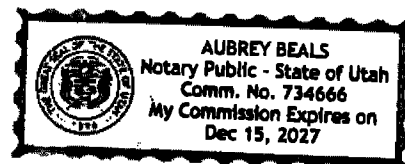
County of UTAH)

On November 26th, 2024, personally appeared before me, Barbara Jean Cummings Sheen, a signer of the foregoing Warranty Deed, who duly acknowledged to me that they executed the same in their capacity as a Successor Trustee of the Cummings Family Trust, dated July 16, 1999.

(Notary Stamp)

Aubrey Beals
Notary Public

My Commission Expires: December 15, 2027



WARRANTY DEED

935 North 400 East, Pleasant Grove, UT 84062-1805

Parcel # 03-076-0042

HWM File # UT24631

Signature Page 2 of 3

WITNESS the hand of said Grantor, this 26 day of NOVEMBER, 2024.

JaDene Cummings Clarke, a Successor Co-Trustee of the Cummings Family Trust, dated July 16, 1999

JaDene Cummings Clarke, a Successor Co-Trustee
OF THE CUMMINGS FAMILY TRUST, DATED JULY 16, 1999
(must be signed exactly as typed)

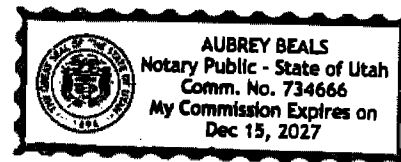
STATE OF UTAH)
) ss.
County of UTAH)

On November 26th, 2024, personally appeared before me, JaDene Cummings Clarke, a signer of the foregoing Warranty Deed, who duly acknowledged to me that they executed the same in their capacity as a Successor Trustee of the Cummings Family Trust, dated July 16, 1999.

(Notary Stamp)

Aubrey Beals
Notary Public

My Commission Expires: December 15th, 2027



WARRANTY DEED

935 North 400 East, Pleasant Grove, UT 84062-1805

Parcel # 03-076-0042

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Signature Page 3 of 3

WITNESS the hand of said Grantor, this 26 day of NOVEMBER, 2024.

Michael Jay Cummings, a Successor Co-Trustee of the Cummings Family Trust, dated July 16, 1999

Michael Jay Cummings A SUCCESSOR CO-TRUSTEE
OF THE CUMMINGS FAMILY TRUST, DATED JULY 16, 1999
(must be signed exactly as typed)

STATE OF UTAH)
) ss.
County of UTAH)

On November 26th, 2024, personally appeared before me, Michael Jay Cummings, a signer of the foregoing Warranty Deed, who duly acknowledged to me that they executed the same in their capacity as a Successor Trustee of the Cummings Family Trust, dated July 16, 1999.

(Notary Stamp)

Aubrey Beals
Notary Public

My Commission Expires: December 15th, 2027

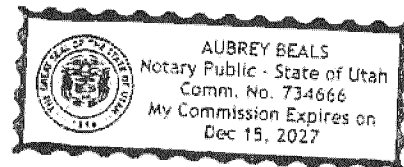


Exhibit "A"

ESTOPPEL AFFIDAVIT

State of: Utah)
: ss.
County of: Utah)

This Affidavit is made by Barbara Jean Cummings Sheen, JaDene Cummings Clarke, and Michael Jay Cummings as the Successor Co-Trustees of the Cummings Family Trust, dated July 16, 1999, herein referred to as **Grantors**.

WITNESSETH:

That the Grantors are the owner of the premises described below, and a Promissory Note was executed by E. Jay Cummings and Faun D. Cummings on August 17, 2009, in the principal sum of \$292,500.00, secured by a Fixed Rate Home Equity Conversion Deed of Trust of even date, which was recorded on August 21, 2009 in the office of the County Recorder of Utah County, State of Utah, as Entry Number 91815:2009, covering the real property located at 935 North 400 East, Pleasant Grove, UT 84062-1805, and more particularly described as follows:

Commencing at a point on the West line of 400 East Street, said point being East 436.84 feet and North 1197.67 feet from the East 1/4 corner of Section 20, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°18' West 120 feet; thence North 0°29' East 85 feet; thence South 89°18' East 120 feet; thence South 0°29' West 85 feet to the point of beginning.

The Grantors have defaulted on the Note and are unable to meet the obligations of the Note and Fixed Rate Home Equity Conversion Deed of Trust according to the terms thereof.

That the Grantors are the parties who made, executed, and delivered that certain Warranty Deed in lieu of foreclosure to **Secretary of Housing and Urban Development** executed herewith, conveying the above-described property to Grantee. The Grantors hereby acknowledge, agree, and certify that the deed is an absolute conveyance of the Grantors' right, title, and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also convey, transfer, and assign the Grantors' rights of possession, rentals, and equity of redemption in and to said premises. The value of the subject real estate is not more than the amount of said indebtedness outstanding.

The Warranty Deed was given voluntarily by the Grantors to the Grantee in good faith on the part of the Grantors and Grantee without any fraud, misrepresentation, duress, or undue influence whatsoever, and was not given as a preference against any other creditors of the Grantors. The deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the condition of title or other matters make the same necessary or desirable all at the option and decision of Grantee, but said deed shall be, is intended, and understood to be an absolute conveyance and an unconditional sale with full extinguishment of the Grantors' equity of redemption, and with the full release of all of the Grantors' right, title, and interest of every character in and to said property. The Warranty Deed is executed and delivered to the Grantee in lieu of foreclosure and upon the agreement and understanding that the Grantors will be released from personal liability for said indebtedness upon the recording of the deed.

The Grantors agree that the Warranty Deed was and is an absolute conveyance of the title to said real property to the Grantee therein named, is not intended as a mortgage, trust conveyance, or security of any kind, and possession of said premises has been surrendered, or will be surrendered and delivered upon the execution of this Affidavit and the Warranty Deed. The property must be vacant, tenant free, and broom swept. Any personal property left in the home at the time the deed in lieu is complete will become the property of the Grantee and may be disposed of how the Grantee sees fit. If the property is not in satisfactory condition, the Warranty Deed in lieu of foreclosure is void and will not be recorded.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said Warranty Deed, its successors and assigns, and all other parties hereinafter dealing with, or who may acquire an interest in the property described therein and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

(Remainder of Page intentionally left blank)

ESTOPPEL AFFIDAVIT

935 North 400 East, Pleasant Grove, UT 84062-1805

Parcel # 03-076-0042

HWM File # UT24631

Signature Page 1 of 3

WITNESS the hand of said Grantor, this 26 day of November, 2024.

Barbara Jean Cummings Sheen, a Successor Co-Trustee of the Cummings Family Trust, dated July 16, 1999

Barbara Jean Cummings Sheen, a Successor
Co-Trustee of the Cummings Family Trust dated July 16, 1999
(must be signed exactly as typed)

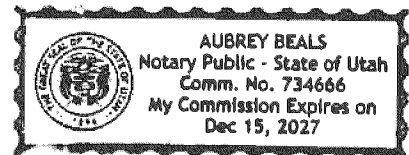
STATE OF UTAH)
: ss.
County of UTAH)

On November 26th, 2024, personally appeared before me, Barbara Jean Cummings Sheen, a signer of the foregoing Warranty Deed, who duly acknowledged to me that they executed the same in their capacity as a Successor Trustee of the Cummings Family Trust, dated July 16, 1999.

(Notary Stamp)

Aubrey Beals
Notary Public

My Commission Expires: December 15th, 2027



ESTOPPEL AFFIDAVIT

935 North 400 East, Pleasant Grove, UT 84062-1805

Parcel # 03-076-0042

HWM File # UT24631

Signature Page 2 of 3

WITNESS the hand of said Grantor, this 26 day of NOVEMBER, 20 24.

JaDene Cummings Clarke, a Successor Co-Trustee of the Cummings Family Trust, dated July 16, 1999

JaDene Cummings Clarke, A SUCCESSOR CO-TRUSTEE
OF THE CUMMINGS FAMILY TRUST, DATED JULY 16, 1999
(must be signed exactly as typed)

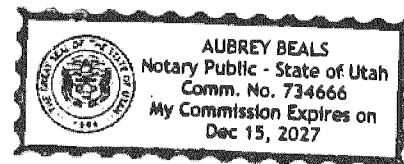
STATE OF UTAH)
: ss.
County of UTAH)

On NOVEMBER 26th, 2024, personally appeared before me, JaDene Cummings Clarke, a signer of the foregoing Warranty Deed, who duly acknowledged to me that they executed the same in their capacity as a Successor Trustee of the Cummings Family Trust, dated July 16, 1999.

(Notary Stamp)

Aubrey Beals
Notary Public

My Commission Expires: December 15th, 2027



ESTOPPEL AFFIDAVIT

935 North 400 East, Pleasant Grove, UT 84062-1805

Parcel # 03-076-0042

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Signature Page 3 of 3

WITNESS the hand of said Grantor, this 26 day of NOVEMBER, 2024.

Michael Jay Cummings, a Successor Co-Trustee of the Cummings Family Trust, dated July 16, 1999

Michael J. [Signature] A SUCCESSOR CO-TRUSTEE OF THE
SUMMINGS FAMILY TRUST DATED JULY 16, 1999.
 (must be signed exactly as typed)

STATE OF UTAH)
) ss.
County of UTAH)

On November 20th, 2024, personally appeared before me, Michael Jay Cummings, a signer of the foregoing Warranty Deed, who duly acknowledged to me that they executed the same in their capacity as a Successor Trustee of the Cummings Family Trust, dated July 16, 1999.

(Notary Stamp)

Antoney Beale
Notary Public

My Commission Expires: December 15th, 2027

