

**UTAH HOUSING CORPORATION**  
**SUBORDINATE NOTE**  
(AMORTIZING)

\_\_\_\_\_, \_\_\_\_\_  
Date

MIN:

\_\_\_\_\_, Utah \_\_\_\_\_  
Property Address

“Borrower” means each person whose signature appears at the end of this Note, and the person’s successors and assigns. “Lender” means \_\_\_\_\_ and its successors and assigns.

In return for a loan received from Lender, Borrower promises to pay the principal sum of \_\_\_\_\_ and \_\_\_\_\_/00 dollars (\$ \_\_\_\_\_) plus interest as described below, to the order of the Lender.

Interest will be charged at a yearly rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) on unpaid principal until the full amount of principal has been paid, both before and after any default on this Note.

Borrower shall make equal monthly payments of \_\_\_\_\_ and \_\_\_\_\_/00 dollars (\$ \_\_\_\_\_) commencing on the first day of \_\_\_\_\_, \_\_\_\_\_ and continuing on the first day in each subsequent month thereafter for the next successive three hundred and fifty-nine months.

Payment shall be made at the principal offices of Lender or at such other place designated by Lender

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

If Lender has not received the full monthly payment required in the foregoing paragraph by the fifteenth day of the month in which such payment is due, Lender may charge a late charge equal to 5.0% of the full monthly payment.

This Note is subordinate and junior in all respects to that certain note (the “Senior Note”) which is secured by a deed of trust (the “Senior Deed of Trust”) encumbering real property owned by Borrower (the “Property”). This Note is secured by a deed of trust (the “Subordinate Deed of Trust”) encumbering the Property.

Immediate payment in full of this Note is due upon the occurrence of any of the following events (an “Event”):

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 immediate 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;
4. Borrower is in default under this Note or the Subordinate Deed of Trust.
5. The Senior Note is prepaid prior to its maturity date (as defined in the Senior Note).

The restrictions will automatically terminate if title to the mortgaged property is transferred by foreclosure of deed-in-lieu of foreclosure, of if the mortgage is assigned to the Secretary.

Failure of the Borrower to make any payment or perform any obligation as required by this Note or the Deed of Trust securing it, may cause the Lender to demand the immediate payment of all sums due under this Note. If the Lender demands the immediate payment in full of this Note, the Lender may require the Borrower to pay the costs and expenses of enforcing this Note including reasonable attorneys’ fees. Such costs and expenses shall accrue interest from the date of disbursement at the same rate as the principal of this Note. Borrower waives the rights of presentment and notice of dishonor.

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, or any address Lender designates by notice to Borrower.

Borrower has the right to pay the debt evidenced by this Note, in whole or in part before the debt is due, without premium or penalty.

_____	_____
Name of Borrower	Name of Borrower
_____	_____
Borrower's Signature	Borrower's Signature

MORTGAGE LOAN ORIGINATOR  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER  
MORTGAGE LOAN ORIGINATION COMPANY  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER