Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056 11331476 2/13/2012 10:18:00 AM \$25.00 Book - 9990 Pg - 7165-7172 Gary W. Ott Recorder, Salt Lake County, UT METRO NATIONAL TITLE BY: eCASH, DEPUTY - EF 8 P.

APN/Parcel Number: 16-08-281-004-0000

MNT 26996

[Space Above This Line for Recording Data]

Reference: 15364941612315

Account: XXX-XXX-XXX8417-1998

SUBORDINATION AGREEMENT FOR MODIFICATION OF SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 1/31/2012

Owner(s):

DAVID ADAM PAUL

Current Line of Credit Recorded Commitment \$167,935.00 being reduced to \$128,233.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Trustee:

WELLS FARGO BANK NORTHWEST, N.A.

Property Address: 1249 GILMER DRIVE, SALT LAKE CITY, UT 84105-0000

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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

DAVID ADAM PAUL, A MARRIED MAN (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Short Form Deed Of Trust (With Future Advance Clause) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

#### See Exhibit A

which document is dated the 19th day of May, 2008, which was filed in Book 9618 at page 985 (or as No. 10455737) of the Official Records in the Office of the Recorder of the County of SALT LAKE, State of Utah. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to DAVID ADAM PAUL (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$417,000.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

# A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

## B. Agreement to Change Credit Limit

## Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$167,935.00 to \$128,233.00.

By signing this Agreement below, the Borrower agrees to this change.

## **Change in Security Interest**

The lien evidenced by the Existing Security Instrument is hereby reduced from \$167,935.00 to \$128,233.00.

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#### C. Appointment of Substitute Trustee If Applicable

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

#### D. General Terms and Conditions

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

## E. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

(ACKNOWLEDGEMENT PAGE FOLLOWS)

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SUBORDINATING LENDER: Wells Fargo Bank, N.A.	
By (Signature)	1/31/2012 Date
Barbara A. Edwards	
(Printed Name)	
Work Director	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon, COUNTY OF Washington	
The foregoing Subordination Agreement was acknowledged administer oaths this 3 day of 30. 30. Fargo Bank, N.A., the Subordinating Lender, on behalf of sa by its Board of Directors. S/he is personally known to me or (Notary Public	by Barbara A. Edwards, as Work Director of Wells id Subordinating Lender pursuant to authority granted has produced satisfactory proof of his/her identity.
V	OFFICIAL SEAL SARA J REYES NOTARY PUBLIC - OREGON COMMISSION NO. 448006

MY COMMISSION EXPIRES APRIL 01, 2014

(Signature) DAVID ADAM PAI	JL (Date)
(Signature)	(Date)
	ity Instrument under the Line of Credit Agreement, the undersigned here nent and agrees to its terms, and a receipt of a copy of the same.
(Signature) DAVID ADAM PA	UL (Date)
(Signature)	(Date)
(Signature)	(Date)

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(Signature)

(Signature)

(Signature)

(Signature)

(Signature)

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(Date)

(Date)

(Date)

(Date)

(Date)

For An Individual Acting in His/Her Own Right	
State of	_
County of	
I, a Notary Public of the County of	, State of
do hereby certify that	
	personally appeared before me this day of
, and ac	knowledged the execution of the foregoing instrument.
Witness my hand and official seal.	
DIOTARIA GRAI	
[NOTARIAL SEA]	
	Print Name:Notary Public
	Notary Luone
My commission expires:	

# 

# Exhibit A

Reference Number: 15364941612315

Legal Description:

The North 24 feet of Lot 62 and all of Lot 63, Block "E", Gilmer Park, according to the official plat thereof, filed in Book "H" of Plats at Page 23 of the Official Records of the Salt Lake County Recorder.

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