

RECORDING REQUESTED BY: Dananjaya  
Freedom Mortgage Corporation  
907 Pleasant Valley Avenue  
Mount Laurel, NJ 08054

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1500 SOLANA BLVD, BLDG. 6  
WESTLAKE, TX 76262  
ATTN: RECORDING

**SUBORDINATION OF MORTGAGE/DEED OF TRUST**

APN #: 090720027

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is made this 1<sup>st</sup> day of February, ~~2016~~ 2017  
By **GOLDENWEST FEDERAL CREDIT UNION**, ( hereinafter "Lien-holder") AND  
**FREEDOM MORTGAGE CORPORATION**, a New Jersey corporation (hereinafter  
"Lender") whose address is 907 Pleasant Valley Avenue, Mount Laurel, New Jersey  
08054;

**RECITALS**

1. Grantee/Lien-holder now owns or holds an interest as grantee/beneficiary of a certain MORTGAGE/DEED OF TRUST, dated December 20, 2013 and recorded on December 26, 2013 Book# 5922 Page# 313, in the office of the official Records of **DAVIS**, State of Utah in the original amount of \$21,000.00 and now showing as a lien on certain 2861 E 2100 N, Layton UT 84040 which premises are more fully described in Exhibit A attached hereto and incorporated herein by reference ("Property");

2. **DENNIS S. GUFFEY AND ANNETTE K. GUFFEY**, ("Owners") are the present owners of the Property and is about to execute a Mortgage/Deed of Trust and Note in the sum of an amount not to exceed \$117,542.00 in favor of Lender.

3. Lender is willing to make such loan to Owners provided that Lender obtains a first lien on the Property and Grantee/Lien-holder agrees to unconditionally subordinate its lien to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by First Lien-holder, and to induce Lender to make a loan to Owners, Lien-holder **GOLDENWEST FEDERAL CREDIT UNION**, hereby agrees with Lender, **FREEDOM MORTGAGE CORPORATION**, that the mortgage/deed of trust securing the note in favor of Lender, **FREEDOM MORTGAGE CORPORATION**, will be and shall remain a lien on the Property prior and superior to the lien in favor of Grantee/Lien-holder, **GOLDENWEST FEDERAL CREDIT UNION**, in the same manner as if Lender's mortgage/deed of trust

had been executed and recorded prior in time to the execution and recordation of Lien-holder's lien

Grantee/Lien-holder, GOLDENWEST FEDERAL CREDIT UNION, further agrees that:

1. Lien-holder, GOLDENWEST FEDERAL CREDIT UNION, will not exercise any foreclosure rights with respect to the property and will not exercise or enforce any right or remedy which may be available to Mortgagee with respect to the Property without prior written notice to the

Lender, FREEDOM MORTGAGE CORPORATION. All such notices should be sent to :

**FREEDOM MORTGAGE CORPORATION  
907 PLEASANT VALLEY AVENUE  
Mount Laurel, New Jersey 08054**

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a written document signed by both parties. This Agreement shall be binding upon Grantee/Lien-holder and the heirs/representatives, successors and assigns of Lien-holder, and shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns; Grantee/Lien-holder waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

Witness:

**GOLDENWEST FEDERAL CREDIT UNION**

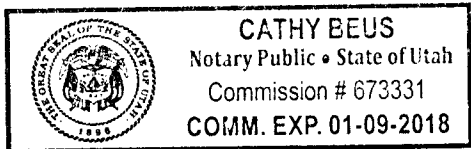
By: Debbie Solomon  
Debbie Solomon Vice Pres  
(Print Name)

STATE OF Utah COUNTY OF Weber  
On this 1<sup>st</sup> day of February, 2018, before me, the undersigned, a Notary Public in and for said county, personally appeared

Debbie Solomon To me personally known or satisfactorily proven by production of the following identification, and who being duly sworn, did say that he/she is the Vice President of GOLDENWEST FEDERAL CREDIT UNION the entity whose name appears on the foregoing instrument and that he/she is so authorized and did execute said instrument as on behalf of said entity as a voluntary act for the purposes heretofore mentioned.

WITNESS my hand and notarial seal the day and year last above written.

Cathy Beus  
NOTARY PUBLIC




**Exhibit A**

Real property in the City of Layton, County of DAVIS, State of Utah, described as follows:

LOT 1, DREAMS END SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE. EXCEPTING THEREFROM BEGINNING AT A POINT NORTH 0D25'50" EAST 623.52 FEET ALONG THE SECTION LINE AND SOUTH 89D49'04" WEST 164.78 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, DREAMS END SUBDIVISION AND RUNNING THENCE SOUTH 0D14'06" EAST 49.34 FEET TO A POINT ON THE NORTH LINE OF 2100 NORTH STREET THENCE NORTH 16D51'06" WEST 51.49 FEET TO THE NORTH BOUNDARY OF SAID LOT 1, THENCE NORTH 89D49'04" EAST 14.72 FEET TO THE POINT OF BEGINNING.

APN #: 090720027

Commonly known as: 2861 E 2100 N, Layton, UT 84040

 GUFFEY  
52646857  
UT  
FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT  
