3242543 BK 7492 PG 655 E 3242543 B 7492 P 655-656 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 4/15/2020 10:51:00 AM FEE \$40.00 Pgs: 2 DEP eCASH REC'D FOR BACKMAN TITLE SERVICE

WHEN RECORDED, RETURN TO: Courtney Reynolds 608 North 400 East Bountiful, Utah 84010

Order No. 6-085223

SUBORDINATION AGREEMENT

NOTICE: THIS AGREEMENT RESULTS IN THE PRIORITY OF THE LIEN YOU NOW HOLD BEING PLACED IN AN INFERIOR POSITION TO A NEW LOAN BEING OBTAINED BY YOUR BORROWER ON THE LAND SECURING YOUR LOAN.

On this 10th day of April, 2020, Courtney Reynolds (Hereinafter referred to as the Borrower) and Whitney Reynolds (Hereinafter referred to as the Lender) have agreed as follows:

Witnesseth: That whereas, the borrower is the owner of the following described real property, situated in the County of Davis, State of Utah, To-Wit:

Lot 1, The Villas At Stone Creek, according to the official plat thereof on file and of record in the office of the Davis County Recorder.

Parcel No.: 04-186-0001

Whereas, the borrower has entered into a divorce which is described as follows:

DIVORCE TO BE SUBORDINATED

:

Decree of Divorce, and the terms and conditions thereof:

Petitioner

Courtney Reynolds

Respondent

Whitney Reynolds

Civil No.

194701644

Filed

January 7, 2020

Attomey:

SEB Legal Attomeys at Law, LLC

Provides

:Property is awarded to Petitioner, upon sale of the property, Petitioner shall

transfer to Respondent half the remaining equity in home

Whereas, the Petitioner is currently the holder of the interest of said Divorce.

Whereas, the borrower has contracted with another new lender to provide additional financing which requires security in the land described herein for which the new lender requires itself to be in a First lien position on the said land;

Whereas, the Petitioner has read and approved the terms and provisions of the new promissory note and the trust deed or mortgage, although the lender assumes no responsibility for such loans;

Now therefore, be it known, that for and in consideration of one dollar paid by the borrower to the lender, receipt-of-which-is-hereby-confessed, and the mutual-benefits to be received, it is agreed that:

1. The lien of the mortgage or deed of trust now held by the lender be subord in ated and held to be inferior to the lien of the mortgage or deed of trust being executed by the borrower in favor of United Wholesale Mortgage (known or referred to herein as the new lender), which loan shall not be for an amount in excess of \$378,000.00, and at an interest rate not to exceed 2.956 percent per annum.

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- That this act of subordination refers only to the mortgage or deed of trust referred to herein and does not in any fashion constitute a subordination to any other instrument or interest.
- The borrower acknowledges that the lien held by the lender remains a valid lien in such subordinated position behind and inferior to the new loan.

| In witness whereof, the p | parties have caused the instrument | Winterey (Neybo | III M | tten. | _ |
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| STATE OF Utah |))SS. | | | | I |
| County of Davis |) | . 10 | day of _Apri | 1 20 | 20 |
| The foregoing instrumer By Whitney Reynold | nt was acknowledged before me th | 15 | _ uay or | | |
| NOTARYPUBLIC | 7 | ,,, | | | |
| Commission Expires: | March 09, 204 Davis County | 74 | | Notary Public St | |
| Residing at | Davis Corey | | | March o | expires on: |
| County of |)SS. | | | Comm. Number | : 711074 |
| The foregoing instrum | ent was acknowledged before me t | his April | day of | <u>)9 </u> | 20 |
| NOTARYPUBLIC | | | | | |
| Commission Expires: | | | | | |
| Residing at | | - | | | |