

tax ID: 08-424-0504

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 3RD day of DECEMBER, 2019, in favor of PRIMARY RESIDENTIAL MORTGAGE INC, it's successors and/or assigns, with an office at 1480 NORTH 2200 WEST SALT LAKE CITY, UT 84116, ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Rd, Brooklyn, OH 44144. ("Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 1259 MORGAN BAY CT KAYSVILLE, UT 84037, parcel/tax I.D. number 08.429.0504, and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

- a) Mortgage/Deed of Trust dated 08/02/16, made by JON M WICKIZER to KeyBank National Association, to secure the sum of \$150,000.00 recorded on Real Property in the DAVIS Recorder/Clerk's Office in UT Book/Liber/Instrument 6579 Page 1638. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a Mortgage/Deed of Trust covering the Mortgaged Property, made by JON WICKIZER ("Borrower") to Lender to secure an amount not to exceed (\$480,000.00) and interest, said Mortgage/Deed of Trust being hereinafter collectively referred to as the "Lender Mortgage/Deed of Trust".

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage/Deed of Trust the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage/Deed of Trust in the principal amount not to exceed \$480,000.00 and interest together with any and all advances heretofore or hereinafter made under and pursuant to the Lender Mortgage/Deed of Trust and together with any and all renewals or extensions of the Lender Mortgage/Deed of Trust or the note secured thereby, ("Lender Note").

THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KeyBank National Association

Marsha A. Gayheart
Marsha A. Gayheart, Officer

Stacy K. Shreve
Stacy K. Shreve, Witness

Clarissa C. Anthony
Clarissa C. Anthony, Notary

STATE OF OHIO
COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared Marsha A. Gayheart, Officer of KeyBank National Association, the corporation which executed the foregoing instrument who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officer(s) and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 3RD day of DECEMBER, 2019.



CLARISSA C. ANTHONY
Notary Public, State of Ohio
Commission No. 2018-RE-743293
My Commission Expires
September 30, 2023

Clarissa C. Anthony
Notary Public

My commission expires: Sept 30, 2023

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When Recorded Mail to:

KeyBank National Association
PO Box 6899
Cleveland, OH 44101

Exhibit "A"
Property Description

Lot 504, of Kaysville Sunset Farms Subdivision Phase 5, Kaysville City, Davis County, Utah, according to the official plat thereof, as recorded in the office of the Davis County Recorder, Utah.

Tax Serial No. 08-429-0504