

01060449 B: 2389 P: 1623

Page 1 of 3

Mary Ann Trussell, Summit County Utah Recorder

12/21/2016 09:14:48 AM Fee \$14.00

By Netco

Electronically Recorded

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 14th day of October, 2016, in favor of FIFTH THIRD MORTGAGE COMPANY it's successors and/or assigns, with an office at 5001 KINGLEY DR, MD:1MOBA8, CINCINNATI, OH 45227 ("Lender") by KEYBANK NATIONAL ASSOCIATION, having a place of business at 4910 Tiedeman Road, STE C, Cleveland, Ohio 44144. ("Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 2551 SOUTH 1000 EAST, KAMAS, UT 84036 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 October 13, 2006, made by: SHANAE THORNTON and LYNN THORTON to KEYBANK NATIONAL ASSOCIATION to secure the sum of \$179,000.00 recorded on Real Property in the SUMMIT County Recorder/Clerk's Office in UT Book/Liber 01828 Page 01295. ("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 SHANAE THORNTON and LYNN THORTON ("Borrower") to Lender to secure an amount not to exceed (\$113,000.00) 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 \$113,000.00 and interest together with any and all advances heretofore or hereinafter made 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.

162860802490

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

KEYBANK NATIONAL ASSOCIATION

X Marsha A. Gayheart
MARSHA A. GAYHEART, OFFICER

X Kayla Miner
KAYLA MINER, WITNESS
X Charity D. Baughman
CHARITY D. BAUGHMAN, 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 they 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 officers 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 14th day of October, 2016.

Charity D. Baughman
Notary Public
My commission expires: 04/19/2021

THIS INSTRUMENT PREPARED BY: KEYBANK NATIONAL ASSOCIATION

When recorded mail to:
KEYBANK NATIONAL ASSOCIATION
P.O. BOX 6899
CLEVELAND, OH 44101



CHARITY D. BAUGHMAN
Notary Public, State of Ohio
My Commission Expires
April 19, 2021

NETCO File Number: NUT-1275638

Borrower Last Name: Thornton

**Appendix A
Legal Description**

Beginning at a point along the Section line South 1849.40 feet from the Northwest corner of Section 34, Township 2 South Range 6 East, Salt Lake Base and Meridian (basis of bearing being South from the said Northwest corner of Section 34 to the West quarter corner of said Section 34) and running thence East 225.00 feet; thence North 110.00 feet; thence West 225.00 feet; thence South 110.00 feet to the point of beginning.

Commonly known as: 2551 South 1000 East, Francis, UT 84036 in the County of Summit

Parcel Number: FT-111-D