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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: TWP, DEPUTY - MA 5 P.

5 RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

5000920-108

SUBORDINATION AGREEMENT

(Equity Lien)

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 INSTRUMENTS.

This Subordination Agreement is made and entered into as of the 11-14 day of November, 2014, by and between Stephen Christopher Hartney, II, Equity Lien Holder, (hereinafter referred to as the "Undersigned Party"), in favor of Mountain America Federal Credit Union, (hereinafter referred to as the "Lender").

RECITALS

- A. There heretofore has been granted a Decree of Divorce in the matter of Stephen Christopher Hartney, II, as Plaintiff, and Linda Sue Hartney, as Defendant, Civil No. 024907424, dated March 21, 2003, and terms of said Decree of Divorce; Defendant was awarded the real property located at 12244 South High Creek Circle, Riverton, UT 84065 subject to an equity lien in favor of the Undersigned Party in the amount of \$25,500.00. Said equity lien is hereinafter referred to as the "Equity Lien." The Equity Lien has not been assigned or otherwise transferred, and the Undersigned Party is currently the holder thereof. The Equity Lien covers all of the following described real property situated in Salt Lake County, State of Utah (hereinafter referred to as the "Property"):

LOT 240, RIVER VIEW ESTATES PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax ID Number: 27-26-326-021-0000

- B. Linda S. Hartney (hereinafter "Owner") is currently vested with fee title to the property.
- C. Owner has executed, or are about to execute, a deed of trust and note and other related documents (hereinafter collectively referred to as the "Loan Documents") in the sum of \$50,000.00 dated 11-14, in favor of Lender, payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith.

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SUBORDINATION AGREEMENT- CONTINUED

- D. It is a condition precedent to obtaining said loan that the Loan Documents shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the Equity Lien.
- E. Lender is willing to make said loan provided the Loan Documents securing the same constitute a lien or charge upon the described property prior and superior to the lien or charge of the Equity Lien and provided that the Undersigned Party will specifically and unconditionally subordinate the lien or charge of the Equity Lien to the lien or charge of the Loan Documents.
- F. It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Undersigned Party is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Equity Lien.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the Loan Documents, including, but not limited to, the deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Equity Lien.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the only agreement with regard to the subordination of the lien or charge of the Equity Lien to the lien or charge of the Loan Documents and shall supersede and cancel, but insofar as would affect the priority between the interests hereinbefore specifically described, any prior agreements as to such subordinations.

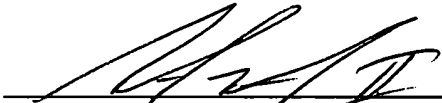
Undersigned Party declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Loan Documents in favor of Lender, and (ii) all agreements, including, but not limited to, any loan or escrow agreements between Owner and Lender for the disbursement of the proceeds of Lender's Loan.
- (b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Equity Lien in favor of the lien or charge upon said land of the Loan Documents and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN THE IMPROVEMENT OF THE LAND.

A.P.N.: 27-26-326-021-0000

SUBORDINATION AGREEMENT- CONTINUED



Stephen Christopher Hartney, II

ALL-PURPOSE NOTARY CERTIFICATE	
STATE OF	<u>Utah</u>)
COUNTY OF	<u>Salt Lake</u>) SS.
On	<u>11-7-14</u> , before me, the undersigned Notary Public, personally
appeared	<u>Stephen Christopher Hartney II</u>

SUBORDINATION AGREEMENT- CONTINUED

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s)

(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their

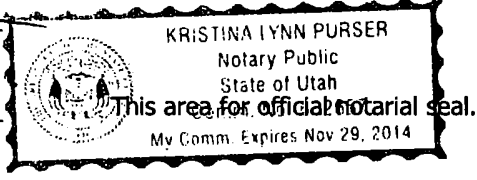
authorized capacity(ies) and that by (his) her/their signature(s) on the instrument the person(s) or the entity upon behalf

of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kristina Lynn Purser
Notary Public

My Commission Expires: Nov. 29th 2014



THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: (TYPE OF DOCUMENT)

11-7-14 DATE OF DOCUMENT

BY AND BETWEEN Stephen Christopher Hartney II

AND _____

CONSISTING OF 5 PAGES AND WAS EXECUTED IN CONJUNCTION WITH

FILE NO. 880-5666920 (ddd)

EXHIBIT "A "

Escrow No. **880-5666920 (ddd)**
A.P.N.: **27-26-326-021-0000**

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