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4/17/2020 11:29:00 AM \$40.00
Book - 10928 Pg - 9099-9107
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SYNERGY TITLE INS - CLEARFIELD
BY: eCASH, DEPUTY - EF 9 P.

Recording Requested By/Return To:
Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This Instrument Prepared by:
Wells Fargo
MAC P6050-017
P.O. Box 4149
Portland, OR 97208-4149
1-800-945-3056

APN/Parcel Number: 09-30-351-056

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Reference: 454137931930518 - 20182840014484

**SUBORDINATION AGREEMENT AND MODIFICATION OF
SHORT FORM OPEN-END DEED OF TRUST**

Effective Date: 4/13/2020

Owner(s): DUSTIN HOLT
JENNA HOLT

(individually and collectively "Owner(s)")

Borrower(s) DUSTIN HOLT

(individually and collectively "Borrower(s)")

Current Line of Credit Recorded Commitment \$250,000.00 being reduced to \$195,000.00.

Senior Lender: Academy Mortgage Corporation

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Trustee: WELLS FARGO BANK NORTHWEST, N.A.

Property Address: 47 E COLUMBUS CT, SALT LAKE CITY, UT 84103-0000

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owner(s), Borrower(s) and the Senior Lender named above.

The Subordinating Lender has an interest in the Property by virtue of a Short Form Open-End Deed of Trust (the "Existing Security Instrument") given by DUSTIN HOLT AND JENNA HOLT, A NON VESTED SPOUSE, MARRIED TO EACH OTHER, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 16th day of November, 2018, and which was filed in Book 10738 at page 5285 (or as No. 12903249) of the Official Records in the Office of the Recorder of the County of SALT LAKE, State of Utah.

The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to Borrower(s) by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$525,000.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. To be recorded concurrently with this Agreement.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement. If, however, the New Loan or Amended Loan exceeds \$525,000.00 the Subordination Agreement is VOID. Further, if the Borrower(s) do not agree to the reduced credit limit, if applicable, then this Agreement is VOID.

The Senior Lender has an existing loan in the original principal amount of N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Deed of Trust, executed by Borrower, as trustor, in favor of N/A, as trustee for the benefit of Academy Mortgage Corporation, as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Official Records in the Office of the Recorder of the County of N/A, State of Utah. (the "Senior Security Instrument").

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Reduce Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$250,000.00 to the new credit limit of \$195,000.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$250,000.00 to \$195,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.

B. Agreement to Subordinate

If all terms and conditions set forth in this Agreement are met, the Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and

renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

N/A If all the terms and conditions set forth in this Agreement are met, Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

C. Appointment of Substitute Trustee *If Applicable*

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

D. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver –

This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

N/A This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender or the trustee(s) under the Existing Security Instrument or related documents shall affect this Agreement.

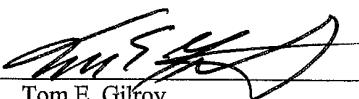
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

E. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.


By 
(Signature) Tom E. Gilroy
(Title) Vice President

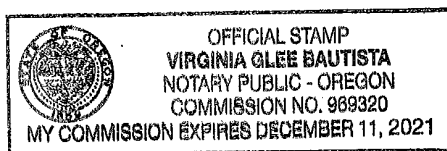
APR 13 2020
Date

FOR NOTARIZATION OF LENDER PERSONNEL

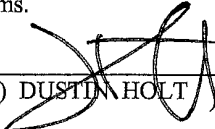
STATE OF Oregon)
)ss.
COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 13 day of April, 2020, by Tom E. Gilroy, as Vice President of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.


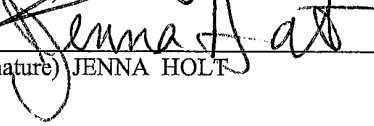
 (Notary Public)
Virginia Glee Bautista



BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

 (Signature) DUSTIN HOLT	04.15.2020 (Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

 (Signature) DUSTIN HOLT	04.15.2020 (Date)
 (Signature) JENNA HOLT	04/16/20 (Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)


For An Individual Acting In His/Her Own Right:

State of Utah
County of davis

I, a Notary Public of the County of Davis, State of Utah,
do hereby certify that Dustin Holt 3 Jenna Holt
Holt, 2020, personally appeared before me this 15 day of
April, 2020, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

[NOTARIAL SEAL]


Print Name: Ryan Goodrich
Notary Public

My commission expires: 5-12-21

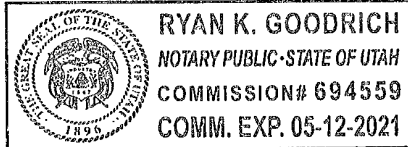


EXHIBIT "A"
Property Description

Closing Date: **March 31, 2020**

Borrower(s): **Dustin Holt**

Property Address: **47 East Columbus Ct, Salt Lake City, UT 84103**

PROPERTY DESCRIPTION:

LOT 12, COLUMBUS COURT PUD AMENDED AND EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE.



Correction Agreement Limited Power of Attorney

Account Number: XXX-XXX-XXX1824-1998

Reference Number: 454137931930518

On 04.15.2020 (date), I We, the Undersigned, for and in consideration of the modification of my/our loan or line of credit hereby grant Wells Fargo Bank, N.A., as lender, a Limited Power of Attorney to correct all typographical errors or clerical errors or omissions discovered in any or all of the documentation required for the modification. In the event this Limited Power of Attorney is exercised, the Undersigned will be notified and receive a copy of the corrected document.

This Limited Power of Attorney may not be used to increase the interest rate the Undersigned is paying, increase the term of the Undersigned's loan, increase the Undersigned's outstanding principal balance or increase the Undersigned's monthly principal and interest payments. Any of these specified changes must be executed directly by the Undersigned.

This Limited Power of Attorney shall automatically terminate 120 days from the closing date of the Undersigned's account modification.

IN WITNESS WHEREOF, the Undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

Signature DUSTIN HOLT

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

For An Individual Acting In His/Her Own Right:

State of Utah
County of David

I, a Notary Public of the County of David, State of Utah,
do hereby certify that Dustin Holt
April, 2020, personally appeared before me this 15 day of
April, 2020, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



[Signature]
Print Name: Ryan Goodrich
Notary Public

My commission expires: 5-12-21