When recorded return to:

SALAL CREDIT UNION PO BOX 75029 SEATTLE, WA 98175-0029

MTZ 285 400

13272725 5/18/2020 2:57:00 PM \$40.00 Book - 10945 Pg - 5038-5040 RASHELLE HOBBS Recorder, Salt Lake County, UT MERIDIAN TITLE BY: eCASH, DEPUTY - EF 3 P.

SUBORDINATION AGREEMENT

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 INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

- Salal Credit Union, referred to herein as "subordinator," is the owner and holder of a(n) FINANCING STATEMENT dated 02/14/2020, which is recorded under auditor's file No. 13194652, records of Salt Lake County, UT.
- 2. Deseret First Credit Union, referred to herein as "lender," is the owner and holder of a mortgage dated \$\(\frac{12020}{2020} \) executed by Mark Alexander and Erin Alexander, which is recorded under successful to No. 13272500 records of \$\(\frac{13272500}{212500} \), on in the amount of \$\(\frac{184}{524} \), \$\(\frac{524}{524} \),
- 3. Mark Alexander and Erin Alexander, referred to herein as "owner", is the owner of all the real property known as 3134 Timber Crest Cove, Sandy, UT 84093, described in the mortgage identified above in paragraph 2, and for which the legal description is Exhibit A.
- 4. In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his Financing Statement Identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
- 5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
- It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Financing Statement first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Financing Statement first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
- 8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust," and gender and number of pronouns considered to conform to undersigned.

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 IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Subordination Agreement-UCC

LPB 35-05(r-l) Page 1 of 2 Rev 6/2019 Borrower(s): Salal Credit Union: VOUVA STATE OF WAN COUNTY OF WASKINGTON I certify that I know or have satisfactory evidence that MARK & ERIN AlexANDER the person(s) who appeared before me, and said person(s) acknowledged that s/he signed this instrument and acknowledged it to be her/his free and voluntary act for the uses and purposes mentioned in this instrument. Dated: 5-12-2020 Notary signature: Notary name printed or typed Notary Public in and for the State of Residing at 1016 S. River R My appointment expires: 11-**Notary Public** LEN LOVELAD Commission #691665 My Commission Expire November 20, 2020 State of Utah STATE OF WA COUNTY OF KING I certify that I know or have satisfactory evidence that Trichell Avaava is the person(s) who appeared before me, and said person(s) acknowledged that s/he signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledge it as the MORTGAGE SERVICER of SALAL CREDIT UNION to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument. Notary signature: <u>ANUMAN</u> Notary name printed or typed: HON STA Notary Public in and for the State of W Residing at Scattle OF WASHING My appointment expires: 4124

Subordination Agreement-UCC

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Exhibit "A"

Parcel 1: [22-35-401-019]

Lot 3, DANISH ESTATES PLAT 1, according to the official plat thereof, filed in Book "93-11" of Plats at Page 304 of the Official Records of the Salt Lake County Recorder.

Parcel 2: [22-35-401-025]

Beginning at the Northwest corner of Lot 3, DANISH ESTATES PLAT 1, according to the official plat thereof, filed in Book "93-11-" of Plats at Page 304 of the Official Records of the Salt Lake County Recorder located in the South half of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 9°24' East along the West line of said Lot 3, 191.75 feet to the most Southerly corner of said Lot; thence South 80°36' West 13.00 feet; thence North 9°24'00" West 189.86 feet to the South line of Timber Crest Cove; thence North 72°02' East along said South line, 13.14 feet to the point of beginning.

Tax ID: 22-35-401-025, 22-35-401-019