13306746 6/23/2020 3:58:00 PM \$40.00 Book - 10966 Pg - 3642-3645 RASHELLE HOBBS Recorder, Salt Lake County, UT LSI TITLE CO BY: eCASH, DEPUTY - EF 4 P.

Commission without

Commitment Number: 26585308

After Recording Return To: ServiceLink 1355 Cherrington Parkway Moon Township, PA 15108

New Lender Address:

3043 Townsgate Road, Suite 200, Westlake Village, CA 91361

## SUBORDINATION OF DEED OF TRUST

This Subordination of Deed of Trust is made as of the March 25, 2020 by Cyprus Federal Credit Union ("Subordinating Lender"), under the following circumstances:

A. Subordinating Lender is the holder of a Deed of Trust (the "Existing Deed of Trust") executed by **John Henry Hohlbauch III** ("Borrower"), in favor of Subordinating Lender in the amount of \$50,000.00, dated **9/15/2016** recorded **9/20/2016** as Instrument #12368554, Official Records Book 10477, Page 7941, the Public Records of Salt Lake County, Utah, which is a lien on the real estate described below (the "Property").

Lot 8, Dublin Town No. 1 subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County recorder, State of Utah.

Property Address: 5311 S Leprechaun Ln, Salt Lake City, UT 84118

- B. Lender, **PennyMac Loan Services LLC**, will be making a loan secured by a Deed of Trust, in the maximum principal amount of \$132,559.00 (One Hundred Thirty Two Thousand Five Hundred Fifty Nine Dollars and Zero Cents), to **John Henry Hohlbauch III** as Borrower, ("New Deed of Trust"), which will be a lien on the Property.
- C. As part of the consideration for Lender's agreement to make the loan secured by the New

Deed of Trust, and to induce Lender to make that loan, Subordinating Lender has agreed to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Subordinating Lender and Lender agree as follows:

- 1. Subordinating Lender hereby subordinates the lien of the Existing Deed of Trust to the lien of the New Deed of Trust; however, this subordination shall not otherwise affect the validity or priority of the Existing Deed of Trust.
- 2. This Subordination Agreement is made on the understanding that Subordinating Lender shall not be responsible for any of the obligations of Borrower contained in or secured by the New Deed of Trust.
- 3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Subordinating Lender and their respective successors and assigns.

Executed this 25 day of March, 2020

by:	DUSTIN THOMSEN - SEEVICING MGM
STATE OFUTCOUNTY OFSalt Lake	
The foregoing instrument was acknowledge March, 2020 by District Thomsen Cyprus Federal Credit Union, for and on its behalf.	ed before me this 25 day of , the Servicing Manager of Notary Public

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

Order No.: 26585308

## **LEGAL DESCRIPTION** EXHIBIT "A"

The following described property:

Lot 8, Dublin Town No. 1 subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County recorder, State of Utah.

Assessor's Parcel No: 20-12-379-010-0000