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3/15/2021 12:26:00 PM \$40.00
Book - 11136 Pg - 6450-6454
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

RECORDING REQUESTED BY
First American Title Insurance Company

**AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

University First Federal Credit Union
3450 S. Highland Dr #
Salt Lake City UT 84106

Space Above This Line for Recorder's Use Only

A.P.N.: 22-28-251-028-0000

File No.: 394-6116963 (CS)

SUBORDINATION AGREEMENT
(EXISTING TO NEW)

**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.**

THIS AGREEMENT, made this **Twenty-third day of February, 2021**, by

Wendi Renee Whittaker and Eric Micah Whittaker, wife and husband as joint tenants

Owner of the land hereinafter described and hereinafter referred to as "Owner", and

University First Federal Credit Union

present Owner and Holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as
"Beneficiary";

WITNESSETH

THAT WHEREAS, Owner has executed a Deed of Trust dated June 25, 2020 to University First Federal Credit
Union, as Trustee, covering:

LOT 3, VENIER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF
THE COUNTY RECORDER, SALT LAKE COUNTY, STATE OF UTAH.

to secure a Note in the sum of \$35,000.00, dated June 25, 2020, in favor of University First Federal Credit Union,
which Deed of Trust was recorded June 30, 2020 in Book 10970, Page 2625, or Instrument No. 13313367, of said
County; and

Date: **February 23, 2021**

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$340,000.00, dated ____/____/2021, in favor of University First Federal Credit Union its successors and/or assigns, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary 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 Deed of Trust first above mentioned.

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 said 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 Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, 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 in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver,

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Subordination Agreement - continued

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Date: February 23, 2021

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; and (d) An endorsement has been placed upon the Note secured by Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

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.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (CLTA SUBORDINATION FORM "A")

OWNER:

[Signature]
Wendi Renee Whittaker

[Signature]
Eric Micah Whittaker

STATE OF UT)
County of Salt Lake) ss.



On March 10, 2021, before me, the undersigned Notary Public, personally appeared **Wendi Renee Whittaker and Eric Micah Whittaker**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/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 his/her/their signature(s) on the instrument is/are the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Mar. 22 2021 [Signature]
Notary Public

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Subordination Agreement - continued

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Date: February 23, 2021

BENEFICIARY:

University First Federal Credit Union

By: Katie Bott
AVP of Real Estate

STATE OF UT)
County of Salt Lake)ss.

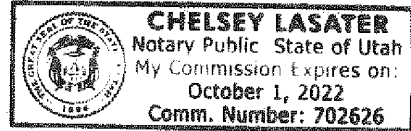
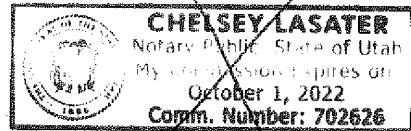
On 1 March 2021, before me, the undersigned Notary Public, personally appeared _____

Katie Bott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/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 his/her/their signature(s) on the instrument is/are the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 10/1/2022

[Signature]
Notary Public



Loan Number: 0010114619

Date: MARCH 10, 2021

Property Address: 7240 South Chris Lane
Cottonwood Heights, Utah 84121

EXHIBIT "A"
LEGAL DESCRIPTION

A.P.N. # : 22-28-251-028

Borrower: 

Co-Borrower: 

DocMagic  Forms