

WHEN RECORDED MAIL TO:
Mountain America Credit Union
9800 South Monroe Street
Sandy, Utah 84070

13919649 B: 11321 P: 4967 Total Pages: 6
03/28/2022 08:37 AM By: zjorgensen Fees: \$40.00
SUBORD- SUBORDINATION
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SERVICELINK EAST ESCROW
1355 CHERRINGTON PARKWAYMOON TOWNSHIP, PA 15108

29724010

Subordination Agreement

RECORD CONCURRENTLY

This indenture made and executed this day, **January 27, 2022**
Witnesseth:

Whereas, on **November 01, 2017**, **Nathan A Kenyon and Melanie C Kenyon**, made, executed and delivered to **Mountain America Federal Credit Union**, their promissory note in the sum of **\$65,000.00**, dated **November 01, 2017**, and to secure the payment of said note, made, executed and delivered to the undersigned, a Deed of Trust on the following described property situated in the **Salt Lake County**, State of Utah, to wit:

Legal Description: See Exhibit "A"

The following is for informational purposes only: Tax Parcel No. 34-07-455-005-0000

which said Deed of Trust was recorded **November 08, 2017**, in Book **10617**, at Page **7513**, as Entry Number **12655074**, of the Official Records of **Salt Lake County**, State of Utah, and

Whereas, said **Nathan A Kenyon and Melanie C Kenyon** have executed and delivered as security for a promissory note in the original principal sum not to exceed **\$261,497.00**, their Deed of Trust in Favor of **Lakeview Loan Servicing, LLC.**, and its successors and/or assigns, dated March 9, 2022, recorded _____, in Book _____, at Page _____, as Entry Number _____ of the Official Records of said County on the above described property and,

Whereas, as a condition to obtaining the Deed of Trust from **Lakeview Loan Servicing, LLC.**, it is required that said Deed of Trust constitute and be a valid first lien upon the subject property.

Now Therefore, in consideration of the premises and of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, does hereby certify and declare that that certain Deed of Trust dated **November 01, 2017** and recorded **November 08, 2017**, in Book **10617**, at Page **7513**, as Entry Number **12655074** of the Official Records of **Salt Lake** County, Utah as more particularly first hereinabove described, is hereby declared to be subordinate, junior and inferior to the lien represented by the Deed of Trust in favor of **Lakeview Loan Servicing, LLC.** aforesaid.

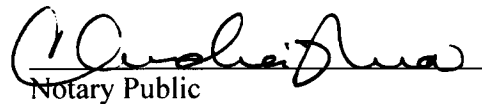
Witness our hands the day and year first above written
For Mountain America Federal Credit Union



Manager/AVP Loan Servicing

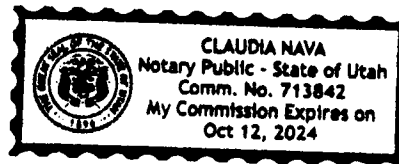
State of Utah
County of Salt Lake

On the day of January 27, 2022, personally appeared before me Alex Gibson who is the Manager/AVP Loan Servicing of Mountain America Federal Credit Union and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said they duly acknowledged to me that the said corporation executed the same.



Notary Public

My Commission Expires: Oct 12, 2024 Residing at: Salt Lake



Order No.: 29724610

**LEGAL DESCRIPTION
EXHIBIT "A"**

The following described property:

THE FOLLOWING TRACT(S) OF LAND IN SALT LAKE COUNTY, STATE OF UTAH DESCRIBED AS
FOLLOWS:

LOT 39, CENTENNIAL HEIGHTS PLAT B, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN
BOOK "65-10P" OF PLATS, AT PAGE 277 OF THE OFFICIAL RECORDS OF THE SALT LAKE RECORDER.

Assessor's Parcel No: 34-07-455-005-0000

MOUNTAIN AMERICA CREDIT UNION

9800 South Monroe Street
Sandy, Utah 84070

Account Number: 4186811
Date: 1/27/2022

Loan Number: 89
Mod. Agreement Number: 2

EQUITY GOLD MODIFICATION AGREEMENT

WHEREAS, the borrower(s) Nathan A Kenyon and Melanie C Kenyon on November 1, 2017 executed an Equity Note in favor of *Mountain America Credit Union* in the amount of \$65,000.00 payable in monthly payments based on the outstanding balance. Commencing on December 31, 2017.

WHEREAS, the Borrower(s) and *Mountain America Credit Union* are desirous of changing certain terms within said agreement.

NOW THEREFORE, in consideration of the Modification, the Parties hereby agree to modify the aforesaid agreement in the following particulars:

Modification due to the Subordination
Modifying Interest Rate Margin from 2.25% to 0.25%

THIS IS A VARIABLE RATE LOAN AND SUBJECT TO CHANGE.

NOTE: With this Modification this loan is now subject to the Early Termination Fee of \$170.00 if the loan is closed, or modified in any way, within two years of the date of this Modification. In the event this loan is modified in any way, the applicable two Years period will begin anew.


It is understood and agreed by the Borrower(s) that all provisions of said Equity Gold Agreement are to continue and are not changed or modified, except as specifically set forth herein.

It is further clearly understood that any default in payment under this Modification subjects the Borrower(s) to any and all liabilities, penalties and payment provisions as provided in the original Equity Gold Agreement.

BORROWER: _____ CO-BORROWER: _____
Nathan A Kenyon DATE Melanie C Kenyon DATE

MODIFICATION APPROVED 1-27-2022

Witness



Loan Servicing Dept. Manager/Assistant Manager
3/02

MOUNTAIN AMERICA CREDIT UNION

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It is understood and agreed by the Borrower(s) that all provisions of said Equity Gold Agreement are to continue and are not changed or modified, except as specifically set forth herein.


It is further clearly understood that any default in payment under this Modification subjects the Borrower(s) to any and all liabilities, penalties and payment provisions as provided in the original Equity Gold Agreement.

BORROWER:


Nathan A Kenyon

03/09/2022
DATE

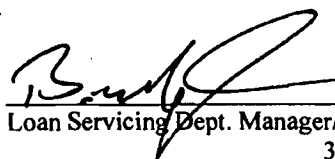
CO-BORROWER:


Melanie C Kenyon

03/09/2022
DATE

MODIFICATION APPROVED 1-28-2022

Witness


Loan Servicing Dept. Manager/Assistant Manager
3/02

Order No.: 29724610

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