

Subordination Agreement Page 1 of 6
Gary Christensen Washington County Recorder
01/20/2022 10:59:36 AM Fee \$40.00 By FIRST
AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY:
First American Title Insurance Company
Mortgage Services Division-NTP

**PREPARED BY AND WHEN
RECORDED MAIL TO:**
First American Title Insurance
Company Attn: Recording Team
4795 Regent Blvd
Irving, TX 75063

A.P.N: LV-SPG-2-39
File No: 1208787LV

**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 21ST day of JULY, 2021, by

KAIDEN KLINGONSMITH, A MARRIED MAN

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

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as
"Beneficiary",

WITNESSETH

THAT WHEREAS, **KAIDEN KLINGONSMITH, A MARRIED MAN** has executed a Deed of Trust dated
DECEMBER 05, 2020, to **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, as Trustee,
covering:

To secure a Note in the sum of **\$9,685.71**, dated **DECEMBER 05, 2020**, in favor of **THE SECRETARY OF
HOUSING AND URBAN DEVELOPMENT**, which Deed of Trust was recorded **JANUARY 27, 2021** in Docket/
Book **N/A**, Page **N/A**, or Instrument No. **20210005835**, of Washington County; and

WHEREAS, Owner has executed, or is about of execute, a Deed of Trust and Note in the sum of **\$159,312.00**,

(NOT TO EXCEED THIS AMOUNT), dated JULY 21ST, 2021, in favor of **Freedom
Mortgage Corporation**, 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 the 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 the lender and

WHEREAS, it is to mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust of Lender 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 renewals or extensions thereof, shall unconditionally be and remain at all times a lien prior 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 Deed of Trust hereinbefore specifically described any prior agreement as to such subordination including, but not limited to, these 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 deed of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

1. Beneficiary 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;
2. 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 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;
3. The Beneficiary 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 and 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
4. 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 referred to.

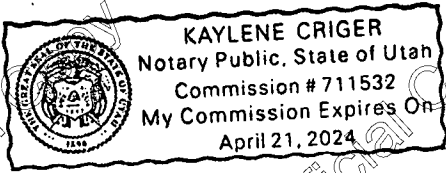
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

OWNER:

[Signature]
KAIDEN KLINGONSMITH

STATE OF Utah
County of Washington ss

BE IT REMEMBERED, that on this 7-21-2021, personally appeared the within named Kaiden Klingonsmith, and acknowledged to me that he/she/they executed the same freely and voluntarily.



[Signature]
Notary Public

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

BENEFICIARY:

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY:

STATE OF _____
County of _____

✓ ss

BE IT REMEMBERED, that on this _____, personally appeared the within named _____, and acknowledged to me that he/she/they executed the same freely and voluntarily.

Notary Public

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

Exhibit "A"

Real property in the City of **La Verkin**, County of **Washington**, State of **Utah**, described as follows:

ALL OF LOT THIRTY-NINE (39), SPANISH GARDENS PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

Commonly known as: 696 N 195 W, La Verkin, UT 84745

APN #: **LV-SPG-2-39**