

RECORDING REQUESTED BY:
First American Title Insurance Company

ENT 23197:2022 PG 1 of 4
Andrea Allen
Utah County Recorder
2022 Feb 22 02:13 PM FEE 40.00 BY MC
RECORDED FOR First American Title Insurance Company
ELECTRONICALLY RECORDED

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

A.P.N: 66-406-0243
File No: 1241671LV

**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 14 day of February, 2022, by

DAVID CLARK, A MARRIED MAN

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

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, **DAVID CLARK** has executed a Deed of Trust dated **SEPTEMBER 10, 2020**, to **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, as Trustee, covering:

LLOT 243, SOUTHMOOR SUBDIVISION, PHASE 2, EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

To secure a Note in the sum of **\$44,589.96**, dated **SEPTEMBER 10, 2020**, in favor of **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**, which Deed of Trust was recorded **DECEMBER 23, 2020** in Docket/Book **N/A**, Page **N/A**, or Instrument No. **206592:2020**, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$295,962.00, (NOT TO EXCEED THIS AMOUNT)**, dated 2/14/2022 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.

(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.

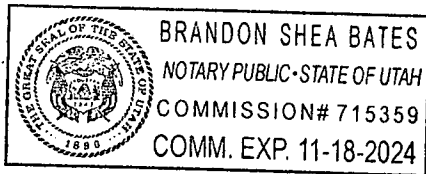
OWNER:

David Clark
DAVID CLARK

STATE OF Utah)
County of Utah) ss.

On 2/14/2022, before me, the undersigned Notary Public, personally appeared David Clark, 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.



Brandon Shea Bates
Notary Public
My Commission Expires: 11-18-2024

Mortgagor: David Clark
FHA Case Number: 521-9701462

IN WITNESS WHEREOF, the undersigned, Cynthia Vargas-Fields ISN Corporation, Attorney-in-Fact for Secretary of Housing & Urban Development, has hereunto set her hand for and on behalf of the Secretary

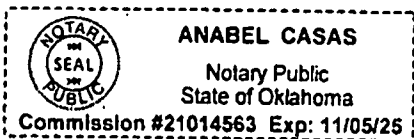
By: 
Cynthia Vargas-Fields
Deputy Contract Manager/ ISN Corporation
Attorney-in-Fact for Secretary/Department of
Housing and Urban Development

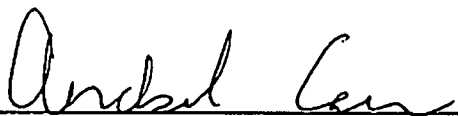
STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

On January 28th, 2022, before me, the undersigned Notary Public in and for Oklahoma County, Oklahoma, personally appeared Cynthia Vargas-Fields, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument she is the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

My Commission Expires: 11/05/25




Notary Public
Commission Number#: 21014563