



\*W3142997\*

**RECORDING REQUESTED BY**  
First American Title Insurance Company

E# 3142997 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
09-Apr-21 11:20 AM FEE \$40.00 DEP TN  
REC FOR: FIRST AMERICAN - FASHION POINTE  
ELECTRONICALLY RECORDED

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
Ogden Community Development  
2549 Washington Blvd, Suite 120  
Ogden, UT 84401

Space Above This Line for Recorder's Use Only

A.P.N.: 06-128-0015

File No.: 338-6120488 (DH)

**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 5<sup>th</sup> <sup>APRIL 2021</sup> day of ~~March~~, 2021, by

**Kema Leota and Leah Leota as joint tenants**

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

**Ogden City, a Utah Municipal Corporation**

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 April 4, 2019 to Mountain America, a Title Insurance Agency, as Trustee, covering:

APARTMENT UNIT NO. 83, BUILDING K, CONTAINED WITHIN THE COUNTRY HILLS MANOR CONDOMINIUM PHASE NO. 3, A UTAH CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN WEBER COUNTY, IN BOOK 16, AT PAGE 47 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED ON JULY 18, 1966 IN WEBER COUNTY, AS ENTRY NO. 476348 IN BOOK 841 AT PAGE 569 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE

A.P.N.: **06-128-0015**

Subordination Agreement - continued

File No.: **338-6120488 (DH)**Date: **March 23, 2021**

OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

to secure a Note in the sum of \$5,000.00, dated April 4, 2019, in favor of Ogden City, a Utah Municipal Corporation, which Deed of Trust was recorded April 5, 2019 in Book --, Page --, or Instrument No. 2973428, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$170,000.00, dated ~~March~~ 4-5, 2021, in favor of Guild Mortgage Company, LLC, ISAOA, 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

A.P.N.: **06-128-0015**

Subordination Agreement - continued

File No.: **338-6120488 (DH)**

Date: **March 23, 2021**

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, 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.**

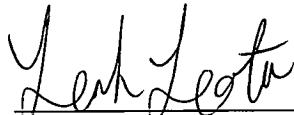
**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

*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:

  
\_\_\_\_\_

Kema Leota

  
\_\_\_\_\_

Leah Leota

A.P.N.: 06-128-0015

Subordination Agreement - continued

File No.: 338-6120488 (DH)

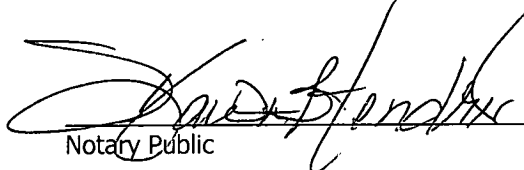
Date: March 23, 2021

STATE OF **UT** )  
County of WEBER )ss.

On 4-5-21, before me, the undersigned Notary Public, personally appeared **Kema Leota and Leah Leota**, 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.

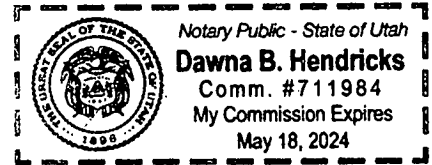
My Commission Expires: 5-18-24

  
Notary Public

BENEFICIARY:

Ogden City, a Utah Municipal Corporation

  
By: **Jeremy Smith, Deputy Manager**  
**Community Development Division**



A.P.N.: **06-128-0015**

Subordination Agreement - continued

File No.: **338-6120488 (DH)**

Date: **March 23, 2021**

STATE OF UT )  
 )ss.  
County of Weber )

On March 23, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_  
Jeremy Smith, 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.



Notary Public

My Commission Expires: **9.13.2023**

