

WHEN RECORDED MAIL TO:
Jeffery Smith
Utah County Recorder
Recorded for Vanguard Title Insurance agency, LLC

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this March day of 22nd, 2021, by Aaron and Haley Watson present owner and holder of the Note first hereinafter described and hereinafter referred to as "Owner."

WITNESSETH:

THAT WHEREAS, Owner is the beneficiary (or assignee, as the case may be) of that certain Deed of Trust entered into by and among Aaron and Haley Watson as Trustor, Jeffrey Gustin and Tamera Sue Gustin as Trustee and Jeffrey Gustin and Tamera Sue Gustin as Beneficiary, affecting that certain real property, situated in Utah County, State of Utah and more particularly described as follows:

[Legal Description]

LOT 6, PLAT "A", DEERFIELD PARK SUBDIVISION, IN THE CITY OF OREM, COUNTY OF UTAH, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY 8 FEET OF SAID LOT.

Property Address: 1161 West 85 South, Orem, UT 84058
Property Serial No: 37:009:0006

WHEREAS, Aaron and Haley Watson ("Borrower" herein) has executed, or is about to execute, a Deed of Trust and Note in the principal amount of and may not exceed \$136,500.00, dated March 25, 2021, in favor City Creek Mortgage referred to as "Lender," with Paul M. Hulligan as Trustee, which Deed of Trust was recorded as Entry No. 51220-2021, in Book -, at Page -, in Utah County.

WHEREAS, the subordinate Party has the following interest in the Property:
Deed of Trust from Aaron Watson, a married man to Vanguard Title Insurance Agency, LLC for the benefit of Jeffrey Louis Gustin and Tamera Sue Gustin recorded on May 15, 2018 as Instrument #45379:2018, securing a note in the original principal sum of \$143,500.00 and other obligations described therein.

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 a loan to Borrower; and Beneficiary agrees that the Deed of Trust securing the same shall, when recorded, constitute a lien or a charge upon said land which is unconditionally prior and superior to the lien or charge of the Beneficiary's 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 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, shall unconditionally be and remain at all times a lien or a charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
2. That Lender would not make its loan above described without this Subordination Agreement.
3. Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination aforesaid.

Beneficiary declares, agrees and acknowledges that:

It 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. Beneficiary understands that this specific loan is being made in reliance upon, and in consideration of its agreement to subordinate, and as such, 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.

Beneficiary [Jeffrey Gustin and Tamera Sue Gustin]

Jeffrey Gustin
Tamera Sue Gustin

By: _____
 Title: _____

STATE OF UTAH
COUNTY OF Utah

On this 22 day of MARCH, 2021, personally appeared before me, Jenny Castillo
 who being duly sworn, says that they are the beneficiaries of property at 1161 W. 85 S. Draper, UT
 that executed the above and foregoing instrument and that said instrument was signed in behalf of said LLC by
 authority of its operating agreement and said Jeffrey & Tamera Gustin acknowledged to me that said
 LLC executed the same.

Jenny Castillo
 Notary Public
 My Commission Expires: 4/25/25

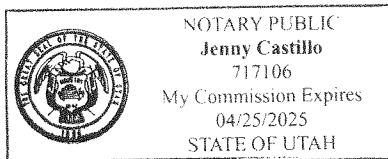


EXHIBIT "A"
Property Description

PROPERTY DESCRIPTION:

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2021-1099