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Gary W. Ott
Recorder, Salt Lake County, UT
NATIONS TITLE AGENCY OF UTAH
BY: eCASH, DEPUTY - EF 3 P.

Tax ID 21-36-233-020

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 30th day of January 2013, in favor of JP Morgan Chase Bank NA, it's successors and/or assigns, with an office at 1820 E. Sky Harbor Circle Circle South, 2nd Floor, Phoenix, AZ 85034 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Rd. Ste B, Brooklyn, OH 44144. (Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 40 W. Wasatch Street, Midvale, UT 84048 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

- a) Mortgage/Deed of Trust dated 8/27/04, made by Don A. Clark HTTA Don Allen Clark and Taddamy Clark HTTA Taddamy Lee Clark to KeyBank National Association, to secure the sum of \$16,500.00 recorded on Real Property in the Salt Lake County Recorder/Clerk's Office in UT Book/Liber/Instrument 9036 Page 5559 ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a Mortgage/Deed of Trust covering the Mortgaged Property, made by Don Allen Clark ("Borrower") to Lender to secure an amount not to exceed (\$101,000.00) and interest, said Mortgage/Deed of Trust being hereinafter collectively referred to as the "Lender Mortgage/Deed of Trust".

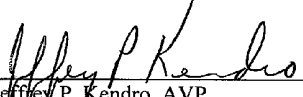
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage/Deed of Trust in the principal amount not to exceed \$101,000.00 and interest together with any and all advances heretofore or hereinafter made under and pursuant to the Lender Mortgage/Deed of Trust and together with any and all renewals or extensions of the Lender Mortgage/Deed of Trust or the note secured thereby, ("Lender Note").

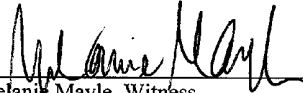
THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

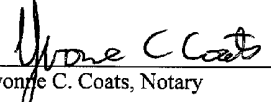
KeyBank National Association



Jeffrey P. Kendro, AVP



Melanie Mayle, Witness



Yvonne C. Coats, Notary

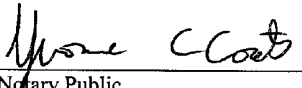
STATE OF OHIO
COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared Jeffrey P. Kendro, AVP of KeyBank National Association, the corporation which executed the foregoing instrument who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officer(s) and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 30th day of January 2013.



YVONNE C. COATS
Notary Public, State of Ohio
My Commission Expires
March 25, 2017



Notary Public
My commission expires: 3/25/17

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When Recorded Mail to:

KeyBank National Association
PO Box 16430
Boise, ID 83715

EXHIBIT A

Beginning at a point 35 feet North and 335.5 feet West of the Southeast corner of Lot 43 of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North $89^{\circ}39'$ West 72 feet; thence North 117 feet; thence South $89^{\circ}39'$ East 72 feet; thence South 117 feet to the point of beginning.

Tax Sidwell No. 21-36-233-020