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 01/25/2010 03:57 PM \$20.00
 Book - 9799 Pg - 2528-2530
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 QUICK DATA SERVICES INC
 50 W 3900 S, STE. 2B
 SLC UT 84107
 BY: ZJM; DEPUTY - WI 3 P.

When recorded return to:
 Quick Data Services, Inc.
 50 West 3900 South, Suite # 2-B
 Salt Lake City, Utah 84107
 File 3rd

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 29th day of December, 2009, in favor of KEYBANK NATIONAL ASSOCIATION it's successors and/or assigns, with an office at 127 PUBLIC SQUARE, CLEVELAND, OH 44114 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Road, Ste B, Cleveland, Ohio 44144. ("Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 2159 BRYAN AVE, SALT LAKE CITY, UT 84108 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 June 21, 2007, made by: GARY W OTT to KeyBank National Association to secure the sum of \$50,000.00 recorded on Real Property in the SALT LAKE County Recorder/Clerk's Office in UT Book/Liber 9489 Page 4102. ("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 covering the Mortgaged Property, made by GARY OTT ("Borrower") to Lender to secure an amount not to exceed (\$221,100.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

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 in the principal amount not to exceed \$221,100.00 and interest together with any and all advances heretofore or hereinafter made and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage 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

X Jeffrey P. Kendro
JEFFREY P. KENDRO, AVP

X Janice Dawson
JANICE DAWSON, WITNESS
X Nancy L. King
NANCY L. KING, 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 they 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 officers 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 29th day of December, 2009.



Nancy L. King
Notary Public
My commission expires: _____
NANCY L. KING
Notary Public, State of Ohio
My Commission Expires Sept. 22, 2012

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When recorded mail to:
KeyBank National Association
P.O.Box 16430
Boise, ID 83715

EXHIBIT "A"

SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH:

LOT 5, BLOCK 2, KENSINGTON GARDENS, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE.

TAX ID NO: 1615158024

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED
GRANTOR: ANGELA R. BATTAGLIA AND JOHN FENIMORE EVANS
GRANTEE: GARY W. OTT, UNMARRIED
DATED: 05/01/2003
RECORDED: 05/02/2003
DOC#/BOOK-PAGE: 8791-7055

ADDRESS: 2159 BRYAN AVE , SALT LAKE CITY, UT 84108

END OF SCHEDULE A