Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 2550 N. Redhill Ave. じり4855 Santa Ana, CA. 92705 800-756-3524 Ext. 5011

This Instrument Prepared by: Barbara Edwards

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056

11091262 12/7/2010 8:04:00 AM \$16.00 Book - 9886 Pg - 2515-2518 Gary W. Ott Recorder, Salt Lake County, UT **AFFILIATED COMPUTER SERVICES** BY: eCASH, DEPUTY - EF 4 P.

APN/Parcel Number: 2820301020-0000

[Space Above This Line for Recording Data]

Reference: 7000994299

Account: XXX-XXX-XXX6700-1998

SUBORDINATION AGREEMENT

SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 10/19/2010

Owner(s):

DEBBY M ROGERS FRANK L ROGERS III

Current Lien Amount: \$50,000.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

WELLS FARGO BANK NORTHWEST, N.A.

Property Address: 11440 SAGE MESA DR, SANDY, UT 84094

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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

DEBBY M. ROGERS AND FRANK L. ROGERS III, WIFE AND HUSBAND, AS JOINT TENANTS (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Short Form Deed Of Trust (With Future Advance Clause) given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

Recorded 9/3/05

which document is dated the 15th day of August, 2005, which was filed in Book 9192 at page 985 (or as No. 9499031) of the Official Records in the Office of the Recorder of the County of SALT LAKE, State of Utah (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to DEBBY M ROGERS and FRANK L ROGERS III (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$76,692.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender, the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

To be pecceeded Concurrently with Deed of Trust

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. Appointment of Substitute Trustee If Applicable

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

C. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

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Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

D. Signatures and Acknowledgements

CUDODDINATING LENDED.

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBURDINALING LENDER:	
Wells Eargo Bank, N.A.	
M/.	10/10/2010
(Signature)	10/19/2010 Date
(aignature)	Date
Barbara Edwards	
(Printed Name)	
Work Director	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon)	
)ss.	•
COUNTY OF Washington)	•
The foregoing Subordination Agreement was acknowledged before me,	
administer oaths this 19 day of Oct 3010 by Barbara	Edwards, as Work Director of the
Subordinating Lender named above, on behalf of said Subordinating Len Board of Directors. S/he is personally known to me or has produced satis	
	,, F
Villania Doubtola (Notary Public)	
<u>Virgina Clee Bantista</u> (Notary Public) Virgina Glee Bantista	
Allogina give Division	SE S
y	OFFICIAL SEAL
8	VIRGINIA GLEE BAUTISTA NOTARY PUBLIC - OREGON
	COMMISSION NO. 447070 AY COMMISSION EXPIRES MARCH 01, 2014

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Order ID: 10148855 Loan No.: 0313446122

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 413, Storm Mountain Terrace No. 4, according to the Official Plat thereof, as recorded in the Office of the Salt Lake County Recorder. State of Utah.

Assessor's Parcel Number: 28-20-301-020-0000