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10/20/2016 4:10:00 PM \$16.00  
Book - 10490 Pg - 4611-4614  
Gary W. Ott  
Recorder, Salt Lake County, UT  
AFFILIATED COMPUTER SERVICES  
BY: eCASH, DEPUTY - EF 4 P.

**Recording Requested By/Return To:**  
Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

**This Instrument Prepared by:**  
Wells Fargo  
MAC P6101-170  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

APN/Parcel Number: N/A

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Reference: 7001001897 - 20151829600006

**SUBORDINATION AGREEMENT FOR  
SHORT FORM OPEN-END DEED OF TRUST**

Effective Date: 8/5/2016

Current Lien Amount: \$70,000.00

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.*

Trustee: Wells Fargo Bank Northwest, N.a.

Property Address: 2015 S LAURELHURST DR, SALT LAKE CITY, UT 84108

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

The Subordinating Lender has an interest in the Property by virtue of a Short Form Open-End Deed of Trust (the "Existing Security Instrument") given by ASHLEY E. GARDNER, TRUSTEE OF THE ASHLEY E. GARDNER FAMILY TRUST DATED JULY 9, 2013, AND ANTHONY J GARDNER, HER NON-VESTED SPOUSE, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 28th day of July, 2015, which filed in Book 10354 at page 1100 (or as No. 12115925) of the Official Records in the Office of the Recorder of the County of Salt Lake, State of Utah.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$260,000.00 (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

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of the Senior Lender. To be recorded concurrently with this Agreement. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

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.

N/A The Senior Lender has an existing loan in the original principal amount of N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Deed of Trust, executed by Borrower, as trustor, in favor of N/A, as trustee for the benefit of Wells Fargo Bank, N. A., as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Official Records in the Office of the Recorder of the County of N/A, State of Utah. (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

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 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.

N/A Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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.

**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.

**N/A** This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender or the trustee(s) under the Existing 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**

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.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By *[Signature]*  
(Signature) Barbara A. Edwards  
(Title) Vice President Loan Documentation

**AUG 05 2016**

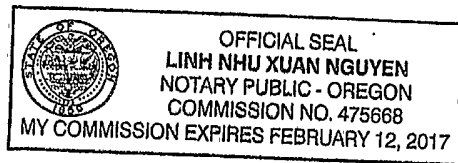
Date

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
)ss.  
COUNTY OF Multnomah )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 05<sup>th</sup> day of August, 2016, by Barbara A. Edwards, as Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

*[Signature]* (Notary Public)



**EXHIBIT "A"**

THE FOLLOWING DESCRIBED TRACT OF LAND LOCATED IN SALT LAKE COUNTY, STATE OF UTAH:

COMMENCING 54 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 73, LAURELHURST, THENCE EAST 167 FEET, THENCE SOUTH 55 FEET, THENCE WEST 167 FEET, THENCE NORTH 55 FEET TO THE POINT OF BEGINNING.

**P.I.D#:** 16-15-482-003-0000