WHEN RECORDED RETURN TO: Utah First Federal Credit Union 200 East South Temple Salt Lake City, Utah 84111 13252337 4/24/2020 9:32:00 AM \$40.00 Book - 10932 Pg - 5771-5772 RASHELLE HOBBS Recorder, Salt Lake County, UT GATEWAY TITLE INS AGCY LLC BY: eCASH, DEPUTY - EF 2 P.

## SUBORDINATION AGREEMENT RESPA

Notice: This agreement results in the priority of the lien you now hold being placed in an inferior position to a new loan being obtained by your borrower on the land securing your loan.

On this <u>lo</u> day of April, 2020, Athena A. Ahmadpour and Farshid Ahmadpour, (hereinafter referred to as the Borrowers) and Utah First Federal Credit Union (hereinafter referred to as the Lender) have agreed as follows:

Witnesseth: That whereas, the borrowers are the owners of the following described real property, situated in the County of Salt Lake, State of Utah, To-wit:

All of Lot 14A, Mount Olympus Hills No. 1 Amended, according to the official plat thereof, excepting therefrom a parcel beginning at the Southwest corner of said Lot 14A and running thence South 89°34'22" East 80.0 feet; thence North 57°34'02" West 50.0 feet, thence Southwesterly on said curve 50.61 feet to the Point of Beginning.

Parcel: #22-02-451-014

Commonly known as: 3215 East Wasatch Oaks Circle

Salt Lake City, UT. 84124

Whereas, the borrower has entered into a mortgage or deed of trust which is described as follows:

Trustor:

Athena Ahmadpour and Farshid Ahmadpour

Trustee:

First American Title Agency

Beneficiary:

Utah First Federal Credit Union

Dated:

January 6, 2020

Amount:

\$55,000.00

Recorded:

January 10, 2020

Entry:

13166932

Whereas, the lender is currently the holder of the interest of the beneficiary, as applicable, and the said loan is not in default;

Whereas, the borrower has contracted with another new lender to provide additional financing which requires security in the land described herein for which the new lender requires itself to be in a first lien position on the said land;

Now therefore, be it known, that for and in consideration of one dollar paid by this borrower to the lender, receipt of which is hereby confessed, and the mutual benefits to be received, it is agreed that:

- 1. The lien of the mortgage or deed of trust now held by the lender be subordinated and held to be inferior to the lien of the mortgage or deed of trust being executed by the borrower in favor of Mortgage Electronic Registration Systems, Inc. as nominee for United Wholesale Mortgage, ISAOA, which loan shall not be for an amount in excess of \$297,500.00.
- 2. That this act of subordination refers only to the mortgage or deed of trust referred to herein and does not in any fashion constitute a subordination to any other instrument or interest.
- 3. The borrower acknowledges that the lien held by the lender remains a valid lien in such subordination position behind and inferior to the new loan. This agreement will not change any other terms or conditions.

In witness whereof, the parties have caused the instrument to be executed on the date first written.

Utah First Federal Credit Union

By: Migah Stanford
Its: Director of Credit

State of Utah

:ss.

)

County of Salt Lake )

On the 10 day of April, 2020, personally appeared before me, Micah Stanford, who being by me duly sworn, did say that he is the Director of Credit of Utah First Federal Credit Union, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Micah Stanford acknowledged to me that said corporation executed the same.

Notary Public