

When recorded return to:

SALAL CREDIT UNION
PO BOX 75029
SEATTLE, WA 98175-0029

13266930
5/11/2020 3:39:00 PM \$40.00
Book - 10941 Pg - 7877-7879
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MOUNTAIN VIEW TITLE & ESCROW
BY: eCASH, DEPUTY - EF 3 P.

175886
20-34-280-011-000

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. Salal Credit Union, referred to herein as "subordinator," is the owner and holder of a(n) FINANCING STATEMENT dated 05-07-2019, which is recorded under auditor's file No. 12982882, records of Salt Lake County, UT.
2. Canopy Mortgage, LLC, referred to herein as "lender," is the owner and holder of a mortgage dated May 5, 2020 executed by Darren A Funk and Roshannah K Funk, which is recorded under auditor's file No. 13266517, records of SLC County, UT, on in the amount of \$ 407,540.00, which is to be recorded concurrently herewith. This mortgage has an interest rate of 3.25 %.
3. Darren A Funk and Roshannah K Funk, referred to herein as "owner", is the owner of all the real property known as 8159 S 6520 W, West Jordan, Utah 84081, described in the mortgage identified above in paragraph 2, and for which the legal description is Exhibit A.
4. In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his Financing Statement identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that; prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Financing Statement first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Financing Statement first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust," and gender and number of pronouns considered to conform to undersigned.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Borrower(s):

Dated: 5/5/20
Darren Funk
Roshannah Funk

Salal Credit Union:

Dated: 4/30/20
Trichell Avaava
Trichell Avaava

STATE OF Utah
COUNTY OF Salt Lake SS.

I certify that I know or have satisfactory evidence that Darren Funk and Roshannah Funk (is/are) the person(s) who appeared before me, and said person(s) acknowledged that s/he signed this instrument and acknowledged it to be her/his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 5/5/2020



Notary signature: Rochelle Chevalier
Notary name printed or typed: Rochelle Chevalier
Notary Public in and for the State of Utah
Residing at South Jordan, UT
My appointment expires: 09-13-2020

STATE OF WA
COUNTY OF KING SS.

I certify that I know or have satisfactory evidence that Trichell Avaava is the person(s) who appeared before me, and said person(s) acknowledged that s/he signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledge it as the MORTGAGE SERVICER of SALAL CREDIT UNION to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 4/30/20



Notary signature: Sarah Finucan
Notary name printed or typed: Sarah Finucan
Notary Public in and for the State of Washington
Residing at Federal Way
My appointment expires: 06-09-23

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 175888

ALL OF LOT 214, LONEVIEW SOUTH PHASE 2 SUBDIVISION, WEST JORDAN, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, UTAH.