

When Recorded Mail To:

E 219206 B 926 P 348
Date 27-FEB-2004 3:07pm
Fee: 18.00 Check
CALLEEN PESHELL, Recorder
Filed By RGL
For US TITLE BY TTC
TOOELE COUNTY CORPORATION

T-20703

**SUBORDINATION AGREEMENT
(Deed of Trust)**

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 INSTRUMENTS.

This Subordination Agreement is made and entered into as of the ____ day of
June, 2003 by and between WASHINGTON MUTUAL FINANCE
, (hereinafter "Beneficiary"), in favor of
1st MAGNUS FINANCIAL CORP., (hereinafter referred to as
"Lender").

RECITALS

A. GARY P. DEHERRERA
did execute a Deed of Trust, dated DECEMBER 19, 2002, to
MERIDIAN TITLE, as trustee, covering the following described
parcel of real property, situated in ~~SALT LAKE~~ TOOELE County, State of Utah.

SEE ATTACHED EXHIBIT "A"

to secure a note in the sum of \$ 19,444.68, dated DECEMBER 19, 2002,
in favor of
WASHINGTON MUTUAL FINANCE, which
deed of trust was recorded DECEMBER 23, 2002 as Entry No. 193242 in Book
809, Page 658, Official Records of said county. Said deed of trust is
hereinafter referred to as the "Deed of Trust".

B. GARY P. DEHERRERA
(hereinafter "Owners") are currently vested with fee title to the above described
property.

C. Owners have executed, or are about to execute a deed of trust and note and
other related documents (hereinafter collectively referred to as the "Loan Documents")
in the sum of \$ 119,514.00 dated July 1, 2003, in favor of Lender, payable
with interest and upon the terms and conditions described therein, which deed of trust
is to be recorded concurrently herewith.

D. It is a condition precedent to obtaining said loan that the Loan Documents shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the Deed of Trust.

E. Lender is willing to make said loan provided the Loan Documents securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust and provided that Beneficiaries will specifically and unconditionally subordinate the lien or charge of the Deed of Trust to the lien or charge of the Loan Documents.

F. It is to the mutual benefit of the parties hereto that Lender make such loan to Owners; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That the Loan Documents, including, but not limited to, the deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust.

(2) That Lender would not make its loan above described without this Subordination Agreement.

(3) That this agreement shall be the only agreement with regard to the subordination of the lien or charge of the Deed of Trust to the lien or charge of the Loan Documents and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordinations, including, but not limited to, those provisions, if any, contained in the Deed of Trust, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

(a) It consents to and approves (i) all provisions of the Loan Documents in favor of Lender, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.

(b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or part.

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust in favor of the lien or charge upon said land of the Loan Documents and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the Deed of Trust that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Loan Documents.

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.

BENEFICIARY


Mark J. Haderlie, OVP

STATE OF UTAH)
 :ss.
County of Salt Lake)

On the _____ day of _____, 19____, personally appeared before me _____, the signer of the above instrument, who dully acknowledged to me that _he_ executed the same.

My commission Expires: _____

NOTARY PUBLIC

Residing at: _____

STATE OF UTAH)
 :ss.
County of Salt Lake)

On the _____ day of _____, 19____, personally appeared before me _____, who being by me dully sworn did say, that he, the said _____ is the _____ of _____ a Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ dully acknowledged to me that said corporation executed the same.

My commission Expires: _____

NOTARY PUBLIC

Residing at: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

} ss.

On

6-20-03

Date

before me,

Lupe Vasquez, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Mark J. Hackertie

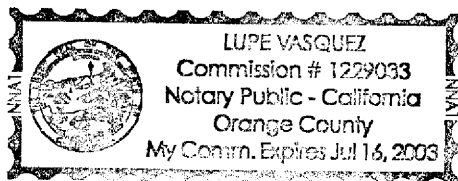
Name(s) of Signer(s)



personally known to me



proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Exhibit A

Situated in the State of UTAH, County of TOOELE.

LOT 49, EASTLAND ESTATES SUBDIVISION PLAT B, A SUBDIVISION OF TOOELE CITY,
ACCORDING TO THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE TOOELE
COUNTY RECORDER.