When Recorded Mail To: Dohardmoney.com 8785 South Jordan Valley Way, #1 West Jordan, Utah 84088 Title One File No. 14-70102

E 2799555 B 6000 P 783-787 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 4/18/2014 2:57:00 PM FEE \$18.00 Pgs: 5 DEP eCASH REC'D FOR TITLE ONE INC

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IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

# 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.

THIS AGREEMENT, made this 18th day of April, 2014, by Alpha Holdings, LLC, owner of the land hereinafter described and hereinafter referred to as "Owner," and Eugene E. Salvatori and Jana P. Salvatori, husband and wife as joint tenants, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

#### WITNESSETH:

\$50,633.05

Amount

THAT WHEREAS, Alpha Holdings, LLC, did execute a Deed of Trust, set out as follows:

Trustor: Alpha Holdings, LLC Trustee: Title One, Inc. Beneficiary: Eugene E. Salvatori and Jana P. Salvatori, husband and wife as joint tenants Dated: April 18, 2014 April 18, 2014 as Entry No 2799540, Book 6000, at Page 688 Recorded:

said Deed of Trust covers the following described property located in Davis County described as follows:

All of Lot No. 13, Plat A Maple Hills Subdivision No. 3, a part of Section 33, Township 2 North, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof.

Parcel No. 05-081-0013

which has the address of 1832 East Mueller Park Road, Bountiful, Utah 84010

WHEREAS, Owner has executed, a Deed of Trust and Note in the sum not to exceed \$270,000.00 dated April 18. 2014, in favor of Dohardmoney.com, Inc., hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust was recorded April 18, 2014 as Entry No. 2799539 in Book 6000 at Page 674 of Official Records; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; 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 first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and 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 said 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 first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, 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:

- (1) He consents to and approves (i) of all provisions of the Note and Deed of Trust in favor of Lender above referred to, 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;
- (2) 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 in part;
- (3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to 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
- (4) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

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.

Eugene E. Salvatori

Jana P. Salvatori

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; 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 first above mentioned.

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  - (1) That said 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 first above mentioned.
  - (2) That Lender would not make its loan above described without this Subordination Agreement.
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- (2) 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 in part;
- (3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to 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
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Eugene E. Salvatori

Jana P. Salvatori

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STATE OF Colfornia	)
STATE OF Collegen, a County of Los Angeles	·ss ()
The foregoing instrume Eugene E. Salvatori, who	ent was subscribed and sworn to and acknowledged before me this / Haday of April, 2014, by acknowledged to me that he executed the same with authority.  Notary Public  Milles Anthony Garrison Commission # 2041350 Notary Public - California Los Angeles County My Comm. Expires Sep 14, 2017
STATE OF UTAH	)
County of SALT LAKE	;ss )
The foregoing instrume P. Salvatori, who acknowled	nt was subscribed and sworn to and acknowledged before me this 18 <sup>th</sup> day of April, 2014, by Jana edged to me that she executed the same with authority.
Residing at:	Notary Public
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STATE OF	
County of	:ss )
The foregoing instrume Eugene E. Salvatori, who	nt was subscribed and sworn to and acknowledged before me this day of April, 2014, by acknowledged to me that he executed the same with authority.
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Residing at Midualc.	Notary Public
	Notary Public  BRENDA B. JOHNSON  Commission # 648615  My Commission Expires October 19, 2015 State of Utah