



\*W3091802\*

WHEN RECORDED RETURN TO:  
Mountain West Small Business Finance  
2595 East 3300 South  
Salt Lake City, Utah 84109

E# 3091802 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
08-Oct-20 0412 PM FEE \$40.00 DEP TN  
REC FOR: MOUNTAIN VIEW TITLE - OGDEN  
ELECTRONICALLY RECORDED

**Real Estate Lease  
Subordination Agreement and Assignment of Rents**

This Subordination Agreement is entered into by:

**SIERRA HOMES CONSTRUCTION, INC.**

("Lessee") for the benefit of Mountain West Small Business Finance ("MWSBF") and its successor in interest, the Small Business Administration ("SBA").

RECITALS

A. Lessee has heretofore leased from:

**WASHINGTON 2650 LLC**

("Lessor") by lease dated September 1, 2020 for a term of twenty-five years (the "Lease") certain real and personal property described in SBA Loan Authorization, SBA 504 No.: 65254182-02 (the "Leased Premises") known as:

**2650 Washington Blvd, Ogden, UT 84401-3623**

located in the County of Weber, State of Utah and described as follows:

See Exhibit "A" which is attached hereto and incorporated herein by this reference.

*DL-010-0062*

B. MWSBF and the SBA have authorized the making of an SBA 504 Loan, Loan No. 65254182-02, to Lessor in the amount of \$ 963,000.00, due and payable on or before a time to be determined by the U.S. Secretary of the Treasury (the "Loan").

C. The Loan is for the benefit of both Lessee and Lessor, in that the funds are to be used for the benefit of the business conducted on the Leased Premises purchased and/or renovated by Loan proceeds.

D. A condition of the Loan is that the Lease be subordinated to the lien of a trust deed executed by Lessor and recorded as a lien superior to the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of disbursement of the Loan or any part thereof, and for other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, Lessee covenants and agrees as follows:

1. No Default. Lessee is not now in default in the performance of the Lease; and Lessee will perform the covenants and conditions required of is by the Lease for the term of the Loan and any extensions or renewals of it.

2. Subordination of Lease. All rights under the Lease together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, shall be and the same are hereby made subject, subordinate, inferior, and junior to the lien and title of MWSBF and the SBA represented by the SBA Note in the amount of \$ 963,000.00 and security instruments related to the Loan, including without limitation the Promissory Note, Deed of Trust, Security Agreement and UCC Financing Statements (filed with the Uniform Commercial Code Division for the State of Utah and as fixture filings in Weber County, Utah) (the "Loan Documents") and to all rights, powers, title, and authority of MWSBF and the SBA under or in any way related to or arising out of the Loan Documents and to all sums heretofore or hereafter advanced on the security of the Loan Documents or any of them, including all sums advanced or costs incurred as fees, expenses, disbursements, or charges in connection with the Loan Documents or the Loan. The Lease Rights, together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed, delivered and, where appropriate, filed, prior to execution, delivery and filing of the Lease.


3. Assignment of Rents. The undersigned Lessee, for and in consideration of the moneys lent pursuant to the aforesaid note and other valuable consideration, receipt of which is hereby acknowledged, assign, transfer, and set over to CDC/SBA all sub-leases, including rents, profits, and income derived from the real estate and the building and improvements thereon, the full and complete right in SBA, in case of default in the payment of the indebtedness or any part thereof or failure to comply with any of the terms or conditions of the Note, Deed of Trust and Loan Agreements, as its assignee, to demand, collect, receive, and receipt for such rents, income and profits, to take possession of the premises and all leaseholds without having a receiver appointed therefore, to rent and manage the same from time to time and apply the net proceeds of the rents, income, and profits from the property on the indebtedness until all delinquencies, advances, and the indebtedness are paid in full by the application of the rents, or until title, is obtained through foreclosure otherwise.

4. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

DATED September 30, 2020

LESSEE:

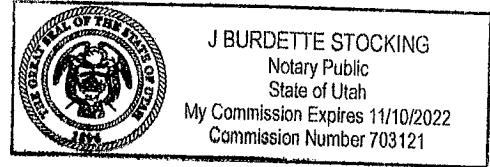
SIERRA HOMES CONSTRUCTION, INC.

  
By: Jay B. Stocking, President

LEASE SUBORDINATION NOTARY PAGE

STATE OF Utah )  
 )  
:ss.  
COUNTY OF Box Elder )

The foregoing instrument was acknowledged before me this 30 Day September 2020  
by Jay B. Stocking, President  
SIERRA HOMES CONSTRUCTION, INC.  
J B Stocking  
Notary Public



**EXHIBIT "A"**

**PARCEL 1:**

PART OF LOT 3, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 304 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 12, AND RUNNING THENCE EAST 40 FEET, THENCE NORTH 85 FEET, THENCE WEST 40 FEET, THENCE SOUTH 85 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 3, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 264 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 12 AND RUNNING THENCE EAST 40 FEET, THENCE NORTH 85 FEET, THENCE WEST 40 FEET, THENCE SOUTH 85 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 4, BLOCK 12 PLAT A OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 224 FEET EAST OF THE NORTHWEST CORNER OF LOT 5 IN SAID BLOCK 12 AND RUNNING THENCE EAST 40 FEET, THENCE NORTH 85 FEET, THENCE WEST 40 FEET, THENCE SOUTH 85 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 4, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH 184 FEET EAST OF THE NORTHWEST CORNER OF LOT 5, IN SAID BLOCK 12, THENCE RUNNING NORTH 85 FEET, THENCE EAST 40 FEET, THENCE SOUTH 85 FEET, THENCE WEST 40 FEET TO THE PLACE OF BEGINNING.

ALSO: BEGINNING AT A POINT 95 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5, IN SAID BLOCK 12, AND RUNNING THENCE SOUTH 15 FEET, THENCE EAST 398 FEET, MORE OR LESS, TO THE EAST LINE OF LOT 3, IN SAID BLOCK 12, THENCE NORTH 15 FEET, THENCE WEST 396 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ALSO: PART OF LOT 4, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 144 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, IN SAID BLOCK 12, AND RUNNING THENCE NORTH 79 FEET, THENCE NORTH 45° EAST 8.48 FEET, THENCE EAST 34 FEET, THENCE SOUTH 85 FEET, THENCE WEST 40 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 5, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 AND RUNNING THENCE SOUTH 95 FEET, THENCE EAST 132 FEET, THENCE NORTH 95 FEET, THENCE WEST 132 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOTS 6 & 7, BLOCK 12, PLAT A, OGDEN CITY SURVEY: COMMENCING AT A POINT 4 RODS NORTH OF THE SOUTHWEST CORNER OF LOT 6, BLOCK 12, PLAT A, OGDEN CITY SURVEY, AND RUNNING THENCE SOUTH 66 FEET, THENCE EAST 264 FEET, THENCE NORTH 66 FEET, THENCE WEST 264 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 7, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 4 RODS NORTH AND 18 FEET 3 INCHES EAST OF THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT BEING ON THE EAST WALL OF J E BROWNING BUILDING NOW LOCATED THEREON, RUNNING THENCE EAST 113 FEET 9 INCHES, MORE OR LESS TO THE EAST LINE OF SAID LOT, THENCE NORTH 4 FEET, THENCE WEST 113 FEET 9 INCHES, MORE OR LESS, TO THE SAID WALL, THENCE SOUTH ALONG SAID WALL 4 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 8, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 260 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 8, RUNNING THENCE SOUTH 70 FEET, THENCE EAST 70 FEET, THENCE NORTH 70 FEET, THENCE WEST 70 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 8, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 187 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 8, RUNNING THENCE SOUTH 143 FEET, THENCE WEST 62 FEET, THENCE NORTH 143 FEET, THENCE EAST 62 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOTS 3, 4 AND 5, BLOCK 12, PLAT A, OF OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 132 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 12, PLAT A, OGDEN CITY SURVEY: AND RUNNING THENCE EAST 12 FEET, THENCE NORTH 85 FEET, THENCE EAST 240 FEET, MORE OR LESS, TO A POINT 12 FEET WEST OF THE EAST HALF OF LOT 3, BLOCK 12 THENCE SOUTH 85 FEET, THENCE EAST 12 FEET, THENCE NORTH 95 FEET, THENCE WEST 264 FEET, MORE OR LESS, TO A POINT NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH 95 FEET TO THE PLACE OF BEGINNING.

**PARCEL 2:**

A RIGHT OF WAY AS DISCLOSED CERTAIN ORDER RECORDED MAY 25, 1989 ENTRY NO. 1079627 IN BOOK 1561 AT PAGE 1755 OF OFFICIAL RECORDS: PART OF LOTS 8 & 9, BLOCK 12, PLAT A, OF OGDEN CITY SURVEY, BEGINNING AT A POINT 6 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 9 AND RUNNING THENCE SOUTH 300 FEET, THENCE EAST 6 FEET, THENCE SOUTH 30 FEET, TO THE SOUTH LINE OF SAID LOT 9, THENCE WEST 18 FEET, THENCE NORTH 330 FEET TO THE NORTH LINE OF SAID LOT 8, THENCE EAST 12 FEET TO THE PLACE OF BEGINNING.

**PARCEL 3:**

A PERPETUAL RIGHT OF WAY AS DISCLOSED CERTAIN WARRANTY DEED RECORDED JANUARY 12, 2004 ENTRY NO. 2004470 FOR ALL PURPOSES OVER AND UPON THE FOLLOWING TRACTS OF LAND, TO WIT: BEGINNING AT A POINT 95 FEET SOUTH AND 132 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5 IN SAID BLOCK 12, PLAT A, OF OGDEN CITY SURVEY AND RUNNING THENCE EAST 12 FEET, THENCE NORTH 79 FEET THENCE NORTH 45° EAST 8.48 FEET, THENCE EAST 228 FEET, MORE OR LESS, TO A POINT 18 FEET WEST OF THE EAST LINE OF LOT 3 IN SAID BLOCK 12, THENCE SOUTH 45° EAST 8.48 FEET THENCE SOUTH 79 FEET, THENCE EAST 12 FEET, THENCE NORTH 95 FEET, THENCE WEST 264 FEET, MORE OR LESS, TO A POINT ON THE NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH 95 FEET TO THE PLACE OF BEGINNING