

## 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 30<sup>TH</sup> day of MARCH, 2017, by and between Mortgage Electronic Registration Systems, Inc., (hereinafter "Beneficiary"), in favor of First Colony Mortgage Corporation, (hereinafter referred to as "Lender").

### RECITALS

A. Jason L. Diediker did execute a Deed of Trust, dated March 17, 2017, to Provo Land Title Company, as Trustee, covering the following described property, situated in UTAH County, State of Utah:

Lot 619, Plat "F", Talus Ridge Subdivision, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

to secure a note in the sum of \$40,008.00, dated March 17, 2017, in favor of Mortgage Electronic Registration Systems, Inc., which Deed of Trust was recorded March 20, 2017, as Entry No. 26830:2017 of official records of said county. Said Deed of Trust is hereinafter referred to as the "Deed of Trust".

B. Jason L. Diediker (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 \$327,405.00, dated 3-31-2017 AND RECORDED AS ENTRY NO. 30970, 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 the 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.

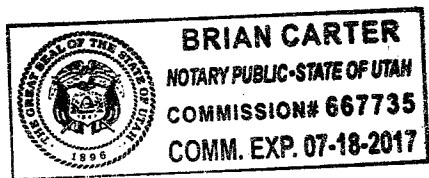
**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**BENEFICIARY**  
First Colony Mortgage Corporation

*[Handwritten signature]*

State of Utah        )  
                                  :SS  
County of Utah     )

On this 30 day of March, 2017, personally appeared before me Jackson Ogden whose identity was proved to me on the basis of satisfactory evidence and who by me affirmed, did say that he is the Manager/Authorized Signer of First Colony Mortgage Corporation and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said acknowledged to me that said corporation executed the same.



*[Handwritten signature]*  
Notary Public  
Commission Expiration 7-18-2017