

WHEN RECORDED MAIL TO:
City Creek Mortgage
11910 S State Street Suite 100 Draper Utah 84020

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this July day of 23, 2020, by Justin and Melissa Weight, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Owner."

WITNESSETH:

THAT WHEREAS, Owner is the beneficiary (or assignee, as the case may be) of that certain Deed of Trust entered into by and among Justin and Melissa Weight as Trustor, City Creek Mortgage as Trustee and City Creek Mortgage as Beneficiary, affecting that certain real property, situated in Salt Lake County, State of Utah and more particularly described as follows:

[Legal Description]

Property Address: 249 W 350 S Kaysville Utah 84037
Property Serial No: 08-092-0109

To secure a Note in the sum of \$193,500.00 dated July 23 2020, in favor of Owner, which Deed of Trust was recorded as Entry No 3281050, in Book 7573, at Page 1372, in DAVIS County.

WHEREAS, Justin and Melissa Weight ("Borrower" herein) has executed, or is about to execute, a Deed of Trust and Note in the principal amount of \$193,500.00, dated July 23 2020, in favor of City Creek Mortgage, hereinafter referred to as "Lender," with City Creek Mortgage as Trustee, payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; 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 to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Beneficiary agrees that the Deed of Trust securing the same shall, when recorded, constitute a lien or a charge upon said land which is unconditionally prior and superior to the lien or charge of the Beneficiary's 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 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:

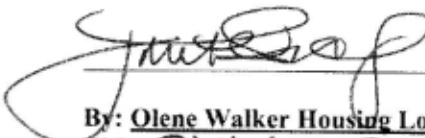
1. That said Deed of Trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or a charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
2. That Lender would not make its loan above described without this Subordination Agreement.

- Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination aforesaid.

Beneficiary declares, agrees and acknowledges that:

It 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. Beneficiary understands that this specific loan is being made in reliance upon, and in consideration of its agreement to subordinate, and as such, 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.

Beneficiary [Name of Subordinate Lender]


By: Olene Walker Housing Loan Fund
Title: Division Director

STATE OF UTAH
COUNTY OF SALT LAKE

On this 29th day of July, 2020, personally appeared before me Jonathan Hardy, who being duly sworn, says that they are the Division Director of Olene Walker Housing Loan Fund, that executed the above and foregoing instrument and that said instrument was signed in behalf of said LLC by authority of its operating agreement and said _____ acknowledged to me that said LLC executed the same.



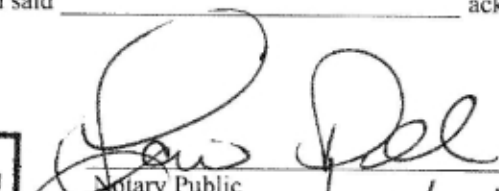

Notary Public
My Commission Expires: 11/16/2020

EXHIBIT "A"
Property Description

PROPERTY DESCRIPTION:

LOT 109, HAPPY HOMES NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

08-092-0109

2020-2710