

File No. 037631

When recorded return to:
Lincoln Title Insurance Agency
2225 Washington Blvd, Ste 110
Ogden, UT 84401

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 INSTRUMENT.

THIS SUBORDINATION AGREEMENT, made this 20 day of OCTOBER, 2022, by and between America First Federal Credit Union, (hereinafter referred to as "Beneficiary"), in favor of Goldenwest Credit Union, (hereinafter referred to as "Lender").

WITNESSETH:

THAT WHEREAS, Richard Encalada, did execute a DEED OF TRUST dated September 20, 2019, covering real property located in Davis County, State of Utah:

ALL OF UNIT B, BUILDING 107, COVENTRY AT FOXBORO PHASE 8, A CONDOMINIUM DEVELOPMENT, NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE RECORD OF SURVEY MAP, FILED IN BOOK 3441 OF PLATS, PAGE 280, AND IN THE DECLARATION OF CONDOMINIUM OF SAID DEVELOPMENT RECORDED NOVEMBER 6, 2003 AS ENTRY NO. 1930423, IN BOOK 3412, PAGE 760, RECORDS OF DAVIS COUNTY, UTAH, AND ANY SUPPLEMENTAL DECLARATIONS AND BYLAWS THERETO

01-315-0002

to secure a note in the sum of \$40,000, dated September 20, 2019, in favor of America First Federal Credit Union, which deed of trust was recorded September 23, 2019, Entry No. 3189361, official records of said county (hereinafter referred to as the "Deed of Trust"); and

WHEREAS, Richard Encalada, (hereinafter "Owners") are currently vested with fee title to the above property; and

WHEREAS, Owner has executed, or is 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 \$225,100 dated OCTOBER 24, 2022 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; and

WHEREAS, 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 hereinbefore described, prior and superior to the lien or charge of the Deed of Trust; and

WHEREAS, 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 Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust to the lien or charge of the Loan Documents; and

WHEREAS, it is to 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.

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 Loan Documents 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 Loan Documents 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 agreements 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:

- (a) It consents to and approves (i) all provisions of the Loan Documents 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;
- (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 in part;
- (c) Beneficiary 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
- (d) 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 Loan Documents in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON(S) 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.

America First Federal Credit Union

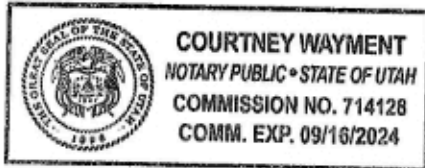
Allison Miller

By: ALLISON MILLER

Its: HOME EQUITY PROCESSOR

STATE OF UTAH)
): ss
COUNTY OF WEBER)

On the 20 day of OCTOBER, 2022, personally appeared before me COURTNEY WAYMENT, who being by me duly sworn, did say, that he/she the said ALLISON MILLER, is the HOME EQUITY PROCESSOR of America First Federal Credit Union 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 the said ALLISON MILLER, HOME EQUITY PROCESSOR duly acknowledged to me that said corporation executed the same.



Courtney Wayment

Notary Public
Residing at: Weber
My Commission Expires: 9/16/24