

WHEN RECORDED, MAIL TO:
Millhaven Construction, LLC
272 West 200 North, Suite 100
Lindon, UT 84042
File No. ET10189
APN: 00-0021-6262

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 INSTRUMENTS.

This Subordination Agreement is made and entered into as of the March 3, 2022, by and between **Millhaven Construction, LLC** (hereinafter "Beneficiary"), in favor of **First Utah Bank** (hereinafter "Lender").

RECITALS

- A. Brookside Heber 2, LLC, a Utah liability company, did execute a deed of trust, dated March 3, 2022 in favor of Metro Experience Title as Trustee, in favor of Beneficiary, covering the following described parcel of real property, situated in Wasatch County, State of Utah (hereinafter the "Property"):

Lot 69, Brookside Subdivision Phase 3, according to the Official Plat thereof, as recorded in the Office of the Wasatch County Recorder.

Together with a right and easement of use and enjoyment in and to the Common Areas described and as provided for in the Declaration of Covenants, Conditions and Restrictions, as said Declaration may have heretofore been amended or supplemented.

to secure a note in the sum of \$ **36,000**, dated March 3, 2022, in favor of Beneficiary, which deed of trust was recorded March 7, 2022 as Entry No. 516146, in Book 1400, at Page 540, Official Records of said county. Said deed of trust is hereinafter referred to as the "Deed of Trust."

B. Brookside Heber 2, LLC, (hereinafter "Owners") are currently vested with fee title to the Property.

C. Owners have executed a deed of trust and note and other related documents (hereinafter collectively referred to as the "Loan Documents") in the sum of \$ **525,000** dated

March 3, 2022 in favor of Lender, payable with interest and upon the terms and conditions described therein, which deed of trust was recorded on March 7, 2022, as Entry No. 516145, in Book 1400, at Page 530, Official Records of the Wasatch County Recorder..

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 Property prior and superior to the lien or charge of the Deed of Trust and provided that the Undersigned Party 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 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 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, 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 interests hereinbefore specifically described, any prior agreements as to such subordinations.

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 Owners 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 the Property 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.

NOTE: 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"

Millhaven Construction, LLC

By:


Jeremy Ackley, Manager

STATE OF Utah)

)..ss

County of Utah)

On this 4 day of March, 2022, personally appeared before me **Jeremy Ackley**, who being by me duly sworn did say, that he/she is the **Managing Member of Millhaven Construction, LLC**, the corporation that executed the above and foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Managing Member acknowledged to me that said corporation executed the same.



Notary Public

Residing at: Utah

My commission expires: 7.1.2024

