

RECORDING REQUESTED BY:
First American Title Insurance Company

AND WHEN RECORDED MAIL TO:
Hercules Credit Union
3141 West 4700 South
Taylorsville, UT 84129

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR CLAIM OR 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 August 16th, 2024, by Robert E. Mansfield and the law firm of Mitchell, Barlow & Mansfield, P.C. (hereinafter referred to as "**Undersigned Party**"), in favor of Hercules Credit Union (hereinafter referred to as the "**Lender**").

RECITALS

- A. On March 28, 2024, the Undersigned Party did cause a Notice of Attorney's Lien (the "**Attorney's Lien**") to be recorded with the Utah County Recorder, as Entry Number 19814:2024, covering the following described parcel of real property, situated in Utah County, State of Utah (the "**Property**"):

Beginning at the Southwest corner of that real property described in Deed Entry No. 88398:2010 in the Office of the Utah County Recorder located North 0°08'49" West along the section line 492.55 feet and East 1,717.81 feet from the West Quarter corner of Section 34, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along said real property the following four (4) courses: North 0°23'34" East 389.73 feet; thence South 89°16'18" East 262.06 feet; thence South 89°21'34" East 108.15 feet; thence South 88°52'12" East 336.19 feet to the West line of that real property described in Exhibit "C" of that Boundary Line Agreement in Deed Entry No. 86534:2008 of Official Records of Utah County; thence along said Boundary Line Agreement the following two (2) courses: South 0°36'56" West 100.00 feet; thence South 88°52'12" East 201.28 feet; thence South 0°49'23" East 92.58 feet to the intersection with the North line of Plat "A", JOHN BYLUND SUBDIVISION; thence along said subdivision the following (3) courses: Northwesterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: South 48°06'43" West) 12.65 feet through a central angle of 48°19'08" (chord North 66°02'51" West 12.28 feet); thence South 89°47'35" West 145.15 feet; thence South 0°12'25" East 134.66 feet to the Boundary Line Agreement described in Deed Book 2664, Page 618 in the Office of the Utah County Recorder; thence North 89°06'15" West along those Boundary Line Agreements described in Deed Book 2664, Page 618, and in Deed Book 1629, at Page 139 in the Official Records of Utah County, and an existing fence line 495.21 feet; thence

South 1°14'28" West along a fence line and that real property described in Deed Entry No. 870:1995 in the Office of the Utah County Recorder 63.97 feet to that Boundary Line Agreement described in Deed Entry No. 37730:2000 in the Office of the Utah County Recorder; thence North 89°01'27" West along said Boundary Line Agreement and an existing fence line 258.08 feet to the Point of Beginning.

Together with and Less and Excepting those portions conveyed in Boundary Agreement and Declaration, recorded as Entry No. 86534:2008, Utah County Records, more particularly described as follows: Beginning at a point located North 0°08'49" West along the Section line 871.10 feet and East 2,427.76 feet from the West Quarter corner of Section 34, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 88°52'12" East 198.76 feet; thence South 0°49'23" East 100.06 feet; thence North 88°52'12" West 201.28 feet; thence North 0°36'56" East 100.00 feet to the Point of Beginning.

- B. Discover Auto, LLC, a Utah limited liability company (hereinafter "**Owner**") is currently vested with fee title to the Property.
- C. Owner has executed, or is about to execute, a Deed of Trust and Promissory Note and other related loan documents (hereinafter collectively referred to as the "**Loan Documents**") in the original principal amount of \$2,140,000.00, dated effectively August 15, 2024 (the "**Loan**"), 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 the Loan that the Loan Documents shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the lien or charge of the Attorney's Lien.
- E. Lender is willing to make the 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 Attorney's Lien and provided that the Undersigned Party will specifically and unconditionally subordinate the lien or charge of the Attorney's Lien to the lien or charge of the Loan Documents.
- F. It is to the mutual benefit of the parties hereto that Lender make the Loan to Owner; and the Undersigned Party is willing to agree that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon the Property which is unconditionally prior and superior to the lien or charge of the Attorney's Lien.

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 the Promissory 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 Attorney's Lien, as if the Lender's said Deed of Trust had been recorded prior to the recording of the Attorney's Lien; provided, however, this subordination shall not apply to any increase in the principal Loan balance above the original principal Loan amount in the Note.
- (2) That Lender would not make its Loan 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 Attorney's Lien to the lien or charge of the Loan Documents and shall supersede and cancel, but only insofar as would affect the priority hereinbefore specifically described, any prior agreements as to such subordination.

The Undersigned Party declares, agrees and acknowledges that he/it intentionally and unconditionally subordinates the lien or charge of the Attorney's Lien in favor of the lien or charge of the Loan Documents on the Property and understands that in reliance upon, and in consideration of, this subordination, the Loan and advances thereunder 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 subordination.

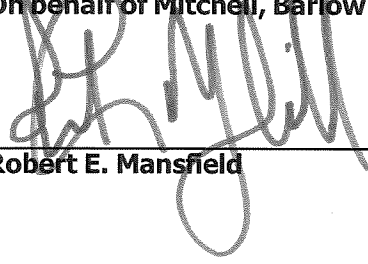
**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH
ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY
SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE
EXPENDED FOR OTHER PURPOSES THAN THE IMPROVEMENT OF THE
LAND.**

****Signature on the following page****

A.P.N.: 14-071-0317

SUBORDINATION AGREEMENT- CONTINUED

**Robert E. Mansfield, individually, and
On behalf of Mitchell, Barlow & Mansfield, P.C.**




Robert E. Mansfield

State of Utah)
County of Salt Lake)ss.
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On August 16, 2024, before me, the undersigned Notary Public, personally appeared Robert E. Mansfield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument is the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: *May 20, 2027*



Notary Public

