

NTUT-119462

When recorded mail to:

America First Federal Credit Union
1344 W. 4675 S.
Riverdale, UT 84405

ENT62128:2022 PG 1 of 2
Andrea Allen
Utah County Recorder
2022 May 23 09:50 AM FEE 40.00 BY CH
RECORDED FOR Northern Title Company
ELECTRONICALLY RECORDED

SUBORDINATION OF DEED OF TRUST

This AGREEMENT made on APRIL 8TH, 2022 between **America First Federal Credit Union** the undersigned hereinafter referred to as First Party and **Ally Bank** hereinafter referred to as Second Party.

WITNESSETH

WHEREAS, the undersigned is presently the holder of a Note secured by a Mortgage or Deed of Trust, as follows:

A deed of trust to secure indebtedness in the amount shown below, and any other obligations secured thereby.

Trustor: Jeremy L. Howard

Trustee: America First Federal Credit Union

Beneficiary: America First Federal Credit Union

Amount: \$30,000.00

Dated: August 8, 2019

Recorded: August 9, 2019

Entry No.: 76135-2019

covering premises situated in the County of Utah, State of UT, to wit:

Lot 21, Plat "A-2" of the Apple Hollow at the Orchards Subdivision, according to the official plat filed February 24, 2012 as Instrument No. 14721-2012.

34-506-0021

and more fully described in said Mortgage or Deed of Trust, and

WHEREAS, the present owner of the said premises, is about to execute and deliver to the Second Party, Note secured by a Mortgage or Deed of Trust dated 05/16/2022, and recorded in the office of the Recorder of Utah County, State of UT, on the 05/20/2022 in Book N/A, at Page N/A, as Filing No. 61894:2022, not to exceed the sum of \$ 188,842, covering said premises, and

WHEREAS, the Second Party has refused to accept said Mortgage or Deed of Trust, unless the Mortgage or Deed of Trust above described be subordinated in the manner herein after mentioned.

NOW, THEREFORE, in consideration of the premises and to induce the Second Party to accept the said Mortgage or Deed of Trust from and also in consideration of \$1.00 paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned hereby covenants and agrees with the Second Party

that said Mortgage or Deed of Trust owned and held by the undersigned be and shall continue to be subject and subordinated in lien to said Mortgage or Deed of Trust of the Second Party as follows:

The Mortgage or Deed of Trust in favor of the undersigned shall be completely subordinate to the new Mortgage or Deed of Trust in favor of the Second Party.

and also to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, recording fees, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last-mentioned amount and interest, and all such advances may be made without notice to the undersigned, and to any extensions, renewals, and modifications thereof.

THIS AGREEMENT may not be changed or terminated orally. This Agreement shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the day and year first above written.

America First Federal Credit Union

BY: *Danica Beames*
Name of signer: DANICA BEAMES
Signer title: HOME EQUITY PROCESSOR

State of UT)
 County of WEBER)ss:

On April 8, 2022 personally appeared before me **America First Federal Credit Union** who being duly sworn did say, that he is the HOME EQUITY PROCESSOR of **America First Federal Credit Union**, and that the within foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and who duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Jentri Lee
 Notary Public

