

**SUBORDINATION AGREEMENT**

THIS AGREEMENT, dated as of this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and among \_\_\_\_\_ ("\_\_\_\_\_") and \_\_\_\_\_.

WITNESSETH:

WHEREAS, \_\_\_\_\_ is the holder of a lien on certain real property pursuant to a Deed of Trust or Mortgage executed by \_\_\_\_\_, Borrower(s), for the use and benefit of \_\_\_\_\_, beneficiary, dated \_\_\_\_\_, 20\_\_\_\_ and recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Deed of Trust or Mortgage records of the \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_, \_\_\_\_\_ (the "First Deed of Trust or Mortgage"); and

WHEREAS, \_\_\_\_\_ is also the holder of a lien on the property described in said \_\_\_\_\_ Deed of Trust or Mortgage pursuant to a Deed of Trust or Mortgage dated \_\_\_\_\_, 20\_\_\_\_ and recorded in the office of the aforesaid \_\_\_\_\_ in Deed of Trust or Mortgage Record Book \_\_\_\_\_ at Page \_\_\_\_\_ (the "Second Deed of Trust Mortgage"); and

WHEREAS, \_\_\_\_\_ has requested that \_\_\_\_\_ subordinate its lien to the lien of the Second Deed of Trust or Mortgage.

OR

WHEREAS, \_\_\_\_\_ has been requested to subordinate it's Deed of Trust or Mortgage to a Deed of Trust or Mortgage to be executed to \_\_\_\_\_ in the principal

amount not to exceed \$ \_\_\_\_\_;

NOW, THEREFORE, for valuable consideration, \_\_\_\_\_, hereby subordinates the lien of its Deed of Trust or Mortgage recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ to the <<<Deed of Trust or Mortgage executed to \_\_\_\_\_, beneficiary, and recorded in Book \_\_\_\_\_ at page \_\_\_\_\_>>> <<<Second Deed of Trust or Mortgage, and the lien of the Second Deed of Trust will at all times be prior and superior to the lien of the First Deed of Trust from this date forward.>>>

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement on the day and year first above written.

[corporate signature and acknowledgement]

\_\_\_\_\_

BY: \_\_\_\_\_

ITS \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing Subordination Agreement, after first having been duly authorized by said corporation so to do.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_

[individual signature and acknowledgement]

\_\_\_\_\_  
Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing Subordination Agreement, after first having been duly authorized by said corporation so to do.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_