

**RECORDING REQUESTED BY**

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY

STATE & ZIP

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**SUBORDINATION AGREEMENT**

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**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 AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by

\_\_\_\_\_,  
owner of the land hereinafter described and hereinafter referred to as "Owner," and \_\_\_\_\_

\_\_\_\_\_, present owner and holder of the deed of trust hereinafter described and hereinafter referred to as "Beneficiary":

**WITNESSETH**

THAT WHEREAS, \_\_\_\_\_

did execute a deed of trust, dated \_\_\_\_\_, to \_\_\_\_\_

\_\_\_\_\_, as trustee, covering:

to secure a note in the sum of \$ \_\_\_\_\_, dated \_\_\_\_\_ in favor

of \_\_\_\_\_,

which deed of trust was recorded \_\_\_\_\_, as instrument number \_\_\_\_\_

Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ \_\_\_\_\_

dated \_\_\_\_\_, in favor of \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "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 said deed of trust last above mentioned 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 security instrument first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the security instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the security instrument first above mentioned to the lien or charge of the deed of trust in favor of Lender; 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 first above mentioned.

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 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 therein described, prior and superior to the lien or charge of the security instrument 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 between the parties hereto with regard to the subordination of the lien or charge of the security instrument first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first

