

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

Name  
Address  
City  
State & Zip Code

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**APN:**

## **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 INSTRUMENT.**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, owner of the land hereinafter described and hereinafter referred to as "Owner," and \_\_\_\_\_ present owner and holder of the leasehold estate created by the lease hereinafter described and hereinafter referred to as "Lessee";

### **WITNESSETH**

THAT WHEREAS, \_\_\_\_\_ as Lessor, executed a lease, dated \_\_\_\_\_, covering:

to secure a note in the sum of \$ \_\_\_\_\_, dated \_\_\_\_\_ in favor of \_\_\_\_\_, which Deed of Trust was recorded on \_\_\_\_\_, 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 record 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 lease above described and to the leasehold estate created thereby; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon said land prior and superior to the lease above described and to the leasehold estate created thereby and provided that Lessee will specifically and unconditionally subordinate and subject the lease above described, the leasehold estate created thereby together with all rights and privileges of Lessee thereunder, 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 Lessee 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 lease above described and to the leasehold estate created thereby.

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 and extensions thereof, shall unconditionally be and remain at all times a lien or charge on the land described therein, prior and superior to the lease above described, to the leasehold estate created thereby and to all rights and privileges of Lessee thereunder, and said lease, the leasehold estate created thereby together with all rights and privileges of Lessee thereunder is hereby subjected, and made subordinate, to the lien or charge of the deed of trust in favor of Lender.

