

**AGREEMENT**, made the                    day of                    , in the year  
**BETWEEN**

                                         party of the first part, and  
  
                                         party of the second part,

**WITNESSETH:**

**WHEREAS**, the said party of the first part now owns and holds the following mortgage                    and the bond  
  
or note                    secured thereby:  
  
Mortgage dated the                    day of                    , in the year                    made by

To  
  
  
  
in the principal sum of \$                    and recorded in Liber/Reel/CRFN#                    in the office of the                    of                    County.

covering premises hereinafter mentioned or a part thereof, and

**WHEREAS**,  
  
the present owner of the premises hereinafter mentioned is about to execute and deliver to said party of the second part, a  
  
mortgage to secure the principal sum of                    dollars and interest, covering premises

and more fully described in said mortgage

**WHEREAS**, said party of the second part has refused to accept said mortgage                    unless said mortgage                    held by the  
party of the first part be subordinated in the manner hereinafter mentioned,

**NOW THEREFORE**, in consideration of the premises and to induce said party of the second part to accept said mortgage  
                                         and also in consideration of one dollar paid to the party of the first part, the receipt whereof is hereby acknowledged, the  
said party of the first part hereby covenants and agrees with said party of the second part that said mortgage                    held by said  
party of the first part be and shall continue to be subject and subordinate in lien to the lien of said                    mortgage                    for  
                                         dollars and interest about to be delivered to the party of  
the second part hereto, and 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, consideration paid for making the loan, mortgage  
recording tax, documentary stamps, 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 party  
of the first part, and to any                    extensions, renewals and modifications thereof. This agreement may not be changed or  
terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal  
representatives, successors and assigns. The word “party” shall be construed as if it read “parties” whenever the sense of this  
agreement so requires.

**IN WITNESS WHEREOF**, the said party of the first part has duly executed this agreement the day and year first above written.  
IN PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**USE ACKNOWLEDGEMENT FORM BELOW WITHIN NEW YORK STATE ONLY:**

State of New York, County of        } **ss.:**

On the        day of        in the year        before me, the undersigned, personally appeared        , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**USE ACKNOWLEDGEMENT FORM BELOW WITHIN NEW YORK STATE ONLY:**

State of New York, County of        } **ss.:**

On the        day of        in the year        before me, the undersigned, personally appeared        , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**ACKNOWLEDGEMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:  
{New York Subscribing Witness Acknowledgment Certificate}**

State of New York, County of        } **ss.:**

On the        day of        in the year        before me, the undersigned, personally appeared        , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in        (*if the place of residence is in a city, include the street and street number, if any, thereof*); that he/she/they know(s)        to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said        execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

**ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY:  
{Out of state or Foreign General Acknowledgment Certificate}**

*(Complete Venue with State, Country, Province or Municipality)*

On the        day of        in the year        before me, the undersigned, personally appeared        Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the        (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

**SUBORDINATION AGREEMENT OF  
MORTGAGE**

**TITLE NO.**

**TO**

DISTRICT

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE