

RECORDING REQUESTED BY

APN:

WHEN RECORDED MAIL TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**D SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE 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 \_\_\_\_\_, by \_\_\_\_\_, owner of the land hereinafter described and hereinafter referred to as "Owner", and \_\_\_\_\_, present owner and holder of the of the leasehold estate created by the Lease hereinafter described and herein referred to as "Lessee":

WITNESSETH

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

See "Exhibit A" attached hereto and made a part hereof

in favor of \_\_\_\_\_, as Lessee, which Lease was recorded \_\_\_\_\_, in Book/Reel \_\_\_\_\_, Page/Image \_\_\_\_\_, Series/Instrument \_\_\_\_\_, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust in the amount 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 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 the above described 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 said additional 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 named to make the loan above referred to, it is hereby declared, understood and agreed as follows:

**SUBORDINATION, LEASEHOLD ESTATE TO DEED OF TRUST TO RECORD.**

- (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 land described therein, prior and superior to the lease above described, to 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.
- (2) That Lender would not make its additional loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subjection and subordination of the Lease above described and the leasehold estate thereby together with all rights and privileges of Lessee thereunder to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Lease and the deed of trust hereinbefore specifically described, any prior agreements as to such subjection or subordination, including, but not limited to, those provisions, if any, contained in the Lease above described, which provide for the subjection or subordination of said Lease and the leasehold estate created thereby to a deed or Deeds of Trust or to a mortgage or mortgages.

Lessee declares, agrees and acknowledges that:

- (a) He/She consents to and approves (i) all provisions of the note and the deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's additional loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He/She intentionally and unconditionally waives, relinquishes and subordinates the Lease above described, the leasehold estate created thereby together with all rights and privileges of Lessee thereunder in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will entered into which would not be made or entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

Signature of Lessee(s)

Signature of Owner(s)

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**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.  
(CLTA SUBORDINATION FORM "D")**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_\_ before me, \_\_\_\_\_ a Notary  
Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)

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