

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_,  
**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 \_\_\_\_\_ made by \_\_\_\_\_

to \_\_\_\_\_

in the principal sum of \$ \_\_\_\_\_ and recorded in the Liber \_\_\_\_\_ of section \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ in the office of the \_\_\_\_\_ of the \_\_\_\_\_

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, and

**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 of examination of title,  
surveys and any other disbursements and charges in connection therewith) to the extent to 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, successor 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:**



**Acknowledgement taken in New York State**

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 by Subscribing Witness taken in New York State**

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

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.

Title No.: \_\_\_\_\_

TO

**Acknowledgement taken in New York State**

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 taken outside New York State**

\*State of New York, County of \_\_\_\_\_, ss:

\*(or insert District of Columbia, Territory, Possession or Foreign Country)

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, and that such individual made such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

DISTRICT  
SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

**RETURN BY MAIL TO:**

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE