

**SUBORDINATION AGREEMENT**

This agreement made this [ ] day of [ ], [ ], by and between [ ], herein referred to as "Mortgagor"; [ ], herein referred to as the "Mortgagee", and [ ], herein referred to as "Lender".

The parties recite and declare as follows:

Mortgagor executed a mortgage on [ ], in favor of Mortgagee. The Mortgage was recorded on [ ], in Book [ ], page [ ], records of Bernalillo County, New Mexico. The property is described as follows:

[ ]

Mortgagor is now obtaining a loan in the amount of \$[ ], from Lender, which loan will be secured by a Mortgage of the same real estate located in [ ] County, New Mexico, as contained in the Mortgage from the Mortgagor to Mortgagee as described above. To induce the Lender to make such loan, the Mortgage to the Lender will, as a result of this Subordination Agreement, have priority over the Mortgage of [ ], Mortgagor to Mortgagee described above.

Mortgagee is willing and agreeable to subordinate the lien of the Mortgage in favor of the Mortgagee described above, to the Mortgage to be executed by the Mortgagor to Lender, insofar as it encumbers the real estate in [ ] County, which is subject to the Mortgage described above, in order that Mortgagor may obtain a loan from and execute a Mortgage to Lender

For reasons set forth above and for good and valuable consideration, being the mutual covenants and promises of the parties hereto, the parties hereto covenant and agree as follows:

- As an inducement to Lender to grant the loan to Mortgagor, Mortgagee herein does hereby subordinate the above described Mortgage in favor of Mortgagee, to the loan and Mortgage in favor of Lender, [ ], that is being recorded in Bernalillo County, New Mexico concurrently with this Subordination Agreement. The parties hereto further declare that the lien of the Mortgage in favor of Lender shall be and is in all respects a lien prior and superior to the lien of the Mortgage in favor of Mortgagee herein, so far as it relates to the real property described in [ ] County, New Mexico, described in the Mortgage from the Mortgagor to the Mortgagee.

2. This agreement inures to the benefit of and is binding on all parties hereto, and to their successors and/or assigns.

IN WITNESS WHEREOF the parties have executed this agreement at [ ], New Mexico, effective the day and year first above written.

Mortgagor:

\_\_\_\_\_  
\_\_\_\_\_

Mortgagee:

\_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

Lender:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



**ACKNOWLEDGEMENT FOR NATURAL PERSONS**

STATE OF [ ] )

)ss.

COUNTY OF [ ] )

This instrument was acknowledged before me on [ ], by <<Buyers Names>>.

My Commission Expires: [ ]

\_\_\_\_\_  
Notary Public

[ ]

**ACKNOWLEDGEMENT FOR CORPORATIONS**

STATE OF [ ] )  
 )ss.  
COUNTY OF [ ] )

This instrument was acknowledged before me on [ ], by [ ], as [ ] of [ ], a [ ].

My Commission Expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT FOR CORPORATIONS**

STATE OF [ ] )  
 )ss.  
COUNTY OF [ ] )

This instrument was acknowledged before me on [ ], by [ ], as [ ] of [ ], a [ ].

My Commission Expires: [ ]

\_\_\_\_\_  
Notary Public  
[ ]

