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Subordination Agreement Template

This Subordination Agreement ("Agreement") is made and entered into on [Insert Date], by and between the following parties:

1. **Senior Lender:** [Senior Lender's Full Legal Name], a [State of Incorporation] corporation, with its principal office located at [Senior Lender's Address].
2. **Junior Lender:** [Junior Lender's Full Legal Name], a [State of Incorporation] corporation, with its principal office located at [Junior Lender's Address].
3. **Borrower:** [Borrower's Full Legal Name], a [State of Incorporation] entity, with its principal office located at [Borrower's Address].

Whereas,

- The Borrower is indebted to the Senior Lender pursuant to a mortgage dated [Insert Original Mortgage Date], recorded at [Location of Record], under document number [Document Number].
- The Borrower is also indebted to the Junior Lender under a subsequent mortgage dated [Insert Subsequent Mortgage Date], recorded at [Location of Record], under document number [Document Number].

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination:** The Junior Lender hereby agrees that its interest and claims under its mortgage are subordinate to the interest and claims of the Senior Lender under its mortgage. The Junior Lender's claims shall not be paid until the claims of the Senior Lender have been fully satisfied.
2. **Agreement of Non-Disturbance:** The Senior Lender agrees that as long as the Borrower remains not in default under the terms of the Senior Lender's mortgage, the Senior Lender will not disturb the rights of the Junior Lender under its subordinate financing.
3. **Attornment:** [If applicable] The Junior Lender agrees to attorn to any successor of the Senior Lender as may be necessary pursuant to the terms of this Agreement and the Senior Lender's mortgage.
4. **Miscellaneous:**
 - **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State].
 - **Amendments:** No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.
 - **Notices:** Any notices required or permitted hereunder shall be given in writing and delivered to the addresses mentioned above, or to such other address as any party may have furnished to the others in writing, via registered or certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement as of the date first above written.

Senior Lender:

Name:

Title:

Junior Lender:

Name:

Title:

Borrower:

Name:

Title: