

**Form 3263**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

**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 Liber \_\_\_\_\_ of Section \_\_\_\_\_ of Mortgages, Page \_\_\_\_\_ in the office of the \_\_\_\_\_ of the County of \_\_\_\_\_, State of New York

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 known as \_\_\_\_\_, which premises are more fully described on the attached Schedule A Description

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 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 PRESENCE OF:

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

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE**

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN  
STREET ADDRESS

State of New York, County of _____  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.  _____ (signature and office of individual taking acknowledgment)	ss:	State of New York, County of _____  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.  _____ (signature and office of individual taking acknowledgment)
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**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) 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, and that such individual made such appearance before the undersigned in the \_\_\_\_\_ in \_\_\_\_\_.

(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

\_\_\_\_\_ (signature and office of individual taking acknowledgment)



Recorded at Request of  
RETURN BY MAIL TO:

**STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS**

**SUBORDINATION AGREEMENT  
OF MORTGAGE**

**Title No.**

**TO**