

After Recording Return To:

Prince George's County  
Department of Housing and Community Development  
9400 Peppercorn Place, Suite 200  
Largo, Maryland 20774  
Attn: Valencia Scott

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Property Tax ID:

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ owner of the land hereinafter described and hereinafter referred to as "Owner" and Stephanie P. Anderson and J. Michael Dougherty, Jr., (collectively the "Trustees") whose address is 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772 and Prince George's County, Maryland (the "County"), a body corporate and politic, whose address is 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772. (The County and any subsequent holder of the Note referred to below, hereinafter is called the "Beneficiary").

### WITNESSETH

THAT WHEREAS, \_\_\_\_\_ did execute a deed of trust dated \_\_\_\_\_, to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees, covering: **(See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF)**, to secure a note in the sum of \$ \_\_\_\_\_, dated \_\_\_\_\_, in favor of Prince George's County Maryland, which deed of trust was recorded as Instrument No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records of said county; and

WHEREAS, Owner has executed or is about to execute, a deed of trust and note in the sum 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 in favor of the Lender shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary 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 lien or charge of the deed of trust to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees.

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 to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (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 property therein described, prior and superior to the lien or charge of the deed of trust to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees 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 deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) Beneficiary consents to and approves (i) all provisions of the note and 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 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) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees, 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 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 be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust to Stephanie P. Anderson and J. Michael Dougherty, Jr., as Trustees, that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

ATTEST/WITNESS:

BORROWERS:

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

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

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_ to wit:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2009 before me, the undersigned Subscriber, a Notary Public of the State of \_\_\_\_\_ in and for the County aforesaid, personally appeared \_\_\_\_\_, who identified themselves as the Borrowers and executed the foregoing Deed of Trust.

My Commission expires: \_\_\_\_\_

WITNESS my hand and seal.

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

ATTEST/WITNESS:

BENEFICIARY:

Prince George's County, Maryland

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

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

STATE OF MARYLAND :

COUNTY OF PRINCE GEORGE'S : to wit:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_ 2009, before me, the undersigned subscriber, a Notary Public of the State and County aforesaid, personally appeared, \_\_\_\_\_, who acknowledged himself to be the Chief Administrative Officer for PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic, and that as Chief Administrative Officer for PRINCE GEORGE'S COUNTY, MARYLAND, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in the name of the corporation by himself as Chief Administrative Officer, and that he has the power and authority to sign in said capacity to bind PRINCE GEORGE'S COUNTY, MARYLAND.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

My Commission expires: \_\_\_\_\_