

SUBORDINATION OF HOMEOWNERS ASSOCIATION LIEN AGREEMENT

Date: [Date]

Lender: [Lender Name]

Borrower(s): [Borrower Name(s)]

Property Address: [Full Property Address]

Association: [Homeowners Association Name]

To Whom It May Concern,

WHEREAS, the Homeowners Association (the "Association") has a lien or a right to a lien for assessments against the property described above pursuant to the Declaration of Covenants, Conditions, and Restrictions recorded in [County Name] County, State of [State Name].

WHEREAS, the Borrower has applied for a loan from the Lender, to be secured by a mortgage or deed of trust (the "Security Instrument") on the Property.

NOW, THEREFORE, for valuable consideration, the Association hereby agrees as follows:

1. The Association hereby subordinates its lien for unpaid assessments and charges to the lien of the Lender's Security Instrument, including any renewals, extensions, or modifications thereof.
2. This subordination applies to all assessments and charges that have accrued or may accrue prior to the date of any foreclosure sale or transfer in lieu of foreclosure. This agreement is subject to any applicable state laws regarding "super-priority" lien status for a specific number of months of assessments, if applicable.
3. In the event of a foreclosure by the Lender, the purchaser at such foreclosure sale shall take title to the property free and clear of any lien for assessments that became due prior to the date of the sale, except as otherwise provided by law.
4. This agreement shall be binding upon the Association and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

Authorized Signature for Homeowners Association:

By: [Printed Name]

Title: [Title, e.g., President/Treasurer/Agent]

Notary Acknowledgement:

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public