

RD-MO-1965-2  
(Rev. 12/28/01)

UNITED STATES DEPARTMENT OF AGRICULTURE

**SUBORDINATION AGREEMENT (MISSOURI)**

\_\_\_\_\_, 20\_\_

The United States of America, acting through the United States Department of Agriculture,  
\_\_\_\_\_  
(Rural Development), whose address is \_\_\_\_\_

**GRANTOR**, (hereinafter called "the Government"), is the owner and holder of the following described real estate Deed(s) of Trust (hereinafter, whether one or more, called "security instrument") covering certain real estate in the County of \_\_\_\_\_, State of Missouri, and executed or assumed by \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the borrower(s)");

Dates of Deed(s) Trust

Recorded in Book

At Page No.

The Borrower(s), whose address is \_\_\_\_\_, has/have executed \_\_\_\_\_ dated \_\_\_\_\_, to \_\_\_\_\_ (hereinafter called "**GRANTEE**") and has requested that the right, title, and interest of the Grantee acquired by virtue of the \_\_\_\_\_ be paramount and superior to the lien of the government's security instrument;

THEREFORE, in consideration of the payment of \$ \_\_\_\_\_ to the Government, the receipt of which is hereby acknowledged, and in further consideration of the payment to the Government of all rents, royalties, bonuses, payments, and delay monies (hereinafter referred to as "payments") which may from time to time become due and payable under the terms of \_\_\_\_\_ subject to the rights of prior mortgages, if any, the Government does hereby waive the priority of its security instrument, and agrees that the \_\_\_\_\_ shall be superior to the security instrument.

Nothing in this agreement operates in any way to release or affect the validity of said security instrument as a lien upon the real estate covered by the security instrument, or affects the priority of the Government's lien, except as provided in this agreement.

In the event all payments are not made to the Government as provided in the agreement, the Government may terminate the agreement. In the event the Government terminates this agreement, any payments already received by the

Government shall be retained by the Government, and the rights of all parties to the real estate described in the security instrument shall be the same as though this agreement had never been executed.

THIS AGREEMENT shall be binding upon the heirs, successors, and assigns of all parties unless terminated by the Government as provided in the previous paragraph, shall remain in full force and effect until the rights of the government to the real estate described in the security instrument are released, or until the rights of the Grantee to the real estate are released, whichever occurs first. Upon the occurrence of either of these events, this agreement is terminated.

The Government has caused this instrument to be signed by its duly authorized officer, pursuant to authority of 7 CFR 1900.1 – 1900.6 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
\_\_\_\_\_ (typed name)  
\_\_\_\_\_ (title)  
U.S. Department of Agriculture, Rural Development  
\_\_\_\_\_  
\_\_\_\_\_, MO \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF MISSOURI )  
) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_ a Notary Public in and for said state, personally appeared  
\_\_\_\_\_, known to me to be the identical  
person who executed the within Subordination Agreement, and acknowledged to me that he/she executed the same for  
the purposes therein stated and acknowledged that its execution is a voluntary act and deed

\_\_\_\_\_  
\_\_\_\_\_ Notary Public  
Commissioned in \_\_\_\_\_ County

(SEAL)  
My Commission expires \_\_\_\_\_