

**RECORDING REQUESTED BY:**

RECORDED AT THE REQUEST OF  
CHICAGO TITLE COMPANY

**WHEN RECORDED MAIL TO:**

ELIAS TESHOME  
3775 14<sup>TH</sup> STREET  
RIVERSIDE, CA 92501

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: ALEJANDRA#1032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 215-272-003-4

**SUBORDINATION AGREEMENT**

112208624

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS AGREEMENT, made this 27th day of AUGUST , 2021, by THE TETLEY BUILDING LLC, A CALIFORNIA LIMITED COMPANY AS TO AN UNDIVIDED 70% INTEREST, owner of the land hereinafter described and hereinafter referred to as "Owner," and RHEA-FRANCES LOUISE MOTLEY SUCCESSOR TRUSTEE OF THE RICHARD A. TETLEY FAMILY TRUST DATED MAY 20, 1985 present owner and holder of the Deed of Trust hereinafter described and hereinafter referred to as "Beneficiary":

**WITNESSETH**

THAT WHEREAS, THE TETLEY BUILDING LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 70% INTEREST did execute a Deed of Trust, dated 1/25/2017, to TITLE 365.COM, A CALIFORNIA CORPORATION, as Trustee, covering real property situated in the County of RIVERSIDE, described as:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

to secure a note in the sum of \$596000.00, dated 1/25/2017 in favor of RUTH CECILIA TETLEY, SURVIVING TRUSTEE OF THE RICHARD A. TETLEY FAMILY TRUST DATED MAY 20, 1985, which Deed of Trust was recorded on 2/2/2017, as Instrument Number 2017-0046315, Official Records of said County;

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$1090000.00 dated 5/2/2022, in favor of SEE LENDER ADDENDUM "A", hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be record concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned 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 security instrument first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the security instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the security instrument first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; 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 first above mentioned.

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 security instrument first above mentioned.

(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 between the parties hereto with regard to the subordination of the lien or charge of the security instrument first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed.

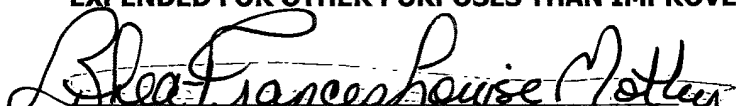
Beneficiary declares, agrees and acknowledges that

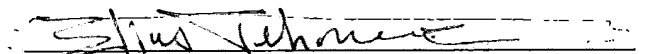
(a) He consents to and approves (i) all provisions of the note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(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) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the security instrument first above mentioned 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

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

  
RHEA-FRANCES-LOUISE MOTLEY, SUCCESSOR  
TRUSTEE, Beneficiary

  
THE TETLEY BUILDING LLC A CA LIMITED  
LIABILITY COMPANY BY ELIAS-TESHOME, MEMBER,  
Owner

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO**

**(CLTA SUBORDINATION FORM "A")**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

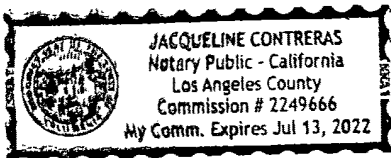
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE

On MAY 2, 2022 before me, JACQUELINE CONTRERAS, A NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared RHEA-FRANCES LOUISE MOTLEY AND ELIAS TESHOME
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: SUBORDINATION AGREEMENT

Document Date: AUG. 27th 2022 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: RHEA-FRANCES LOUISE MOTLEY Signer's Name: ELIAS TESHOME

- Capacity options for both signers: Corporate Officer, Partner, Individual, Trustee, Guardian of Conservator, etc.

PRELIMINARY REPORT  
YOUR REFERENCE:

Ticor Title Company of California

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 8, 9, 10 and the Southwesterly rectangular four (4) feet of Lot 7 in Block 13, Range 7, in the City of Riverside, County of Riverside, State of California, as shown on a map of Town of Riverside, recorded in Book 7, Page 17 of Maps, records of San Bernardino County, California.

Excepting therefrom, the Southeasterly rectangular ten (10) feet thereof for alley purposes.

APN: 215-272-003