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20220790357



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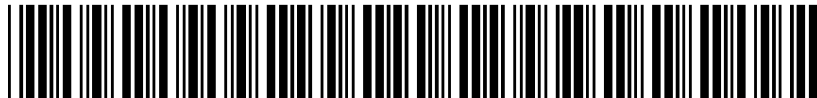
Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/05/22 AT 08:00AM

FEES:	40.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	<u>115.00</u>



LEADSHEET



202208050170009

00022630049



013586994

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

122260677

FOR REFERENCE ONLY: 20220790357

RECORDING REQUESTED BY
Chicago Title Company

WHEN RECORDED RETURN TO

Corning Credit Union
One Credit Union Plaza
Corning NY 14830

Order No. 122260677 LA
Escrow No.

SUBORDINATION AGREEMENT

RECORDING REQUESTED BY
Chicago Title Company

WHEN RECORDED RETURN TO

Corning Credit Union
One Credit Union Plaza
Corning NY 14830

Order No. 122260677 LA
Escrow No.

SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 28th day of July, 2022 by Robert Barcelona and Maria J Avila, owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and Corning Credit Union:

WITNESSETH

THAT WHEREAS, Corning Credit Union is the owner and holder of a lien, hereinafter referred to as the "Creditor's Lien", encumbering All solar equipment included but not limited to solar panels, batteries, racking system, inverters, and all other equipment and replacement parts hereinafter referred to as "Solar Equipment" for use in the residence located at: 885 S Esplanade Street, Orange, CA 92869 property hereinafter referred to "Real Property," which Creditor's Lien was recorded through a UCC-1 Fixture Filing on the 4th day of August, 2021 as Instrument Number: 2021000492166 of the Official Records of said County; and

Legal Description: LOT 2 OF TRACT NO. 8987, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF California, AS PER MAP RECORDED IN BOOK 365, PAGES 6 AND 7 OF MISCELLANEOUS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 392-031-15

WHEREAS, Owner has executed, or is about to execute, a deed of trust or mortgage and note in the sum not to exceed \$165,000 dated 07-21-2022, in favor of NB Property Management, LLC, hereinafter referred to as "Lender, " payable with interest and upon the terms and conditions described therein; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust or mortgage in favor of Lender, securing all obligations recited therein and being secured thereby shall unconditionally be and remain at all times a lien or charge upon the Real Property hereinbefore described, prior and superior to the Creditor's Lien above; and

WHEREAS Corning Credit Union is providing this Agreement for the sole purpose of accommodating Lender's requirements to allow Lender to make said loan to Owner; and

WHEREAS, Lender is willing to make said loan provided the deed of trust or mortgage securing the same is a lien or charge upon the above described Real Property prior and superior to the lien or charge of the Creditor's Lien and provided that Corning Credit Union will specifically and unconditionally subordinate the lien or charge of the Creditor's Lien on the Real Property to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, Creditor's Lien on the Solar Equipment itself shall unconditionally be and remain at all times a lien or charge upon the Solar Equipment itself hereinbefore described, prior and superior to the lien or charge of the Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Corning Credit Union is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said Real Estate which is unconditionally prior and superior to the lien or charge of the Creditor's Lien; and Lender is willing that the Creditor's Lien securing the Solar Equipment itself shall constitute a lien or charge upon said Solar Equipment itself which is unconditionally prior and superior to any lien or charge of the Lender.

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 or mortgage 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 Real Property therein described, prior and superior to the Creditor's Lien above described and said Creditor's Lien is hereby subjected, and made subordinate, to the lien or charge of the deed of trust or mortgage on the Real Estate in favor of the Lender.

(2) That said Creditor's Lien securing the Solar Equipment itself shall unconditionally be and remain at all times a lien or charge on the Solar Equipment herein described, prior and superior to the Lender's deed of trust or mortgage securing said note in favor of Lender, and any renewals or extensions thereof.

(3) That Lender would not make its loan above described without this subordination agreement.

(4) That this agreement shall be the whole and only agreement with regard to the subordination of the Creditor's Lien above described and shall supersede and cancel but only insofar as would affect the priority between the Creditor's Lien and the deed of trust or mortgage herein specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust or mortgage 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.

(5) Corning Credit Union intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Creditor's Lien in favor of the lien or charge upon said Real Estate (Excluding the Solar Equipment) of the deed of trust or mortgage in favor of Lender 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.

(6) The performance and construction of this Agreement shall be governed by the laws of the state of New York.

(7) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

(8) The recitals to this Agreement are hereby incorporated into and made a part hereof as though fully set forth herein.

CORNING CREDIT UNION

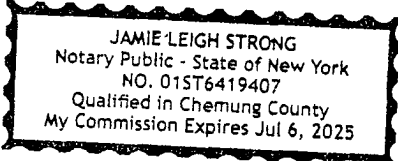
By: [Signature]
Signature Barbara J. Lavelle
Assistant Treasurer
Title

OWNER(S)
[Signature]
Owner 1 Signature Robert Barcelona
[Signature]
Owner 2 Signature Maria J. Avila

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF New York)
) ss:
COUNTY OF Steuben)

On the 28th day of July, 2022, before me, the undersigned, personally appeared Barbra J Lavelle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Jamie Leigh Strong
Date Commission Expires JUL 6, 2025
Notary Identification Number 01ST6419407
(For Notaries commissioned after 1/1/1992)
Manufacturer/Vendor Identification Number —
(For Notaries commissioned after 1/1/1992)
Place of Execution of this Declaration Palmolale
Date 8-4-2022

LO
Signature (Firm name if any)

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.

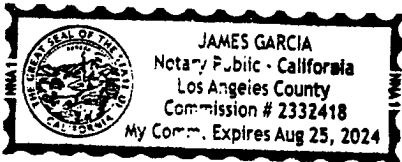
State of California)
County of ORANGE)

On August 2nd, 2022 before me, JAMES GARCIA; Notary Public
Date Here Insert Name and Title of the Officer
personally appeared ROBERT BARCELONA and MARIA J. Avila
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) s/he 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/he/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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary JAMES GARCIA
Date Commission Expires AUG 25, 2024
Notary Identification Number 2332418
(For Notaries commissioned after 1/1/1992)
Manufacturer/Vendor Identification Number NNA1
(For Notaries commissioned after 1/1/1992)
Place of Execution of this Declaration Palmdale
Date 8.3-2022

LL

Signature (Firm name if any)