

MORTGAGE / SECURITY SUBORDINATION AGREEMENT

WETLAND RESERVE PROGRAM

Name:

Address:

Address:

Contract No:

Drafted By:

Return to:  
Becky Otto  
Natural Resources Conservation Service  
3001 Coolidge Road, Suite 250  
East Lansing, MI 48823

## WETLANDS RESERVE PROGRAM

### MORTGAGE/SECURITY SUBORDINATION AGREEMENT AND LIEN WAIVER

Name:

Contract No.:

This Subordination Agreement and Lien Waiver effective \_\_\_\_\_,  
is signed by \_\_\_\_\_, an authorized official of \_\_\_\_\_,

("Subordinated Party") who hereby grants, to the extent specified in Part II of this document, the following Mortgage Subordination and Lien Waiver to the United States of America by and through the Natural Resources Conservation Service (NRCS). The property described below is encumbered with a Wetlands Reserve Program (WRP) Reserved Interest Conservation Easement which includes a grant to the United States of America a right of access to the easement area.

The easement area is located in the County of \_\_\_\_\_, Township of \_\_\_\_\_, State of \_\_\_\_\_ and is identified as follows:

Easement Area. The property encumbered by the Wetlands Reserve Program (WRP) Easement is described as follows:

See Easement Area Description attached hereto  
and made a part hereof as Exhibit "A".

#### PART I - GENERAL TERMS

- A. Authority. This Subordination and Limited Lien Waiver is acquired by NRCS under the authority of Title X of the Food Security Act of 1985, as amended (16 U.S.C. 3837)
- B. Purposes. This Subordination and Limited Lien Waiver is required by NRCS in connection with the United States acquisition of a wetland conservation easement over the property described above to ensure that the easement area is maintained to promote wetland functions and values. This transaction is subject to WRP Contract Number, NRCS # \_\_\_\_\_.

C. Duration of Easement and This Subordination and Lien Waiver.

The easement and subordination agreement and lien waiver shall continue in perpetuity.

D. Mortgage(s) Assignments and Financing Statements Subordinated Hereby. This Subordination and Limited Lien Waiver is applicable to the following mortgage executed originally by \_\_\_\_\_;

1. Mortgage dated \_\_\_\_\_, recorded \_\_\_\_\_  
in Liber \_\_\_\_\_ Page(s) \_\_\_\_\_, County of \_\_\_\_\_,  
State of Michigan.
2. Mortgage dated \_\_\_\_\_, recorded \_\_\_\_\_  
In Liber \_\_\_\_\_, Page(s) \_\_\_\_\_, County of \_\_\_\_\_  
\_\_\_\_\_, State of Michigan.

## PART II – Subordination and Lien Waiver

The "Subordinating Party" (1) subordinates its interest in the property described herein to the easement of the United States for the same property which is conveyed to the United States of America in the WRP easement; (2) acknowledges that the farm which contains the easement area is burdened by the right of access granted to the United States Of America in the easement and the Subordinating Party further agrees that the right of access granted by the easement in favor of the United States of America shall be superior to any rights of the Subordinating Party and its heirs, assigns, and successors; (3) subordinates its interest in the easement area to the purposes of the WRP, the easement practices described in the WRP Easement; (4) agrees that NRCS may make payments in connection with the WRP contract without regard to any lien or claim that the Subordinating Party may have with respect to any person with an interest in the easement area, unless an assignment of such payment has been made to the Subordinating Party on a form approved by the NRCS which form is to be attached hereto as Exhibit B; and (5) acknowledges, states, affirms, and confirms that it is the holder or successor in interest to the original holders of record of each of the mortgages, liens, financing statements and encumbrances identified in Part I, Subpart D, above.

This Subordination and Waiver: (1) binds the Subordinating Party and its heirs, assigns, and successors with respect to the interests that the Subordinating Party and such other persons have, or may have, in the property or against any person having an interest in the property; and (2) inures in favor of the United States, the NRCS and NRCS' assigns and/or successors of any kind.

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Acknowledgment

COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me a  
notary public this \_\_\_\_\_ day of, \_\_\_\_\_ 2011, by \_\_\_\_\_  
\_\_\_\_\_ who did state that he/she/they is/are authorized  
officials of \_\_\_\_\_ and  
did execute the foregoing in that capacity.

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

\_\_\_\_\_  
County

Acting in \_\_\_\_\_ County

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

EXHIBIT A WILL BE A COPY OF THE LEGAL  
DESCRIPTION FROM COMPLETED SURVEY.

SAMPLE

**EXHIBIT B**

**NOTE: IF YOU, AS THE AUTHORIZED OFFICIAL FOR THE MORTGAGE\SECURITY SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER CHOOSE TO HAVE THE PAYMENT ASSIGNED TO THE LENDING INSTITUTION, PLEASE PROVIDE A STATEMENT ON COMPANY LETTERHEAD STATING THE TERMS OF PAYMENT.**

**SAMPLE**