

Prepared By and
When Recorded Return to:
EDGAR J. HEDRICK III, ESQUIRE
ZIMMERMAN, KISER
& SUTCLIFFE, P.A.
315 E. Robinson St., Suite 600
Orlando, Florida 32801
Phone: (407) 425-7010

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Subordination") is made and entered into as of _____, 2020, by **CITY OF ORLANDO**, a Florida municipal corporation (the "**Junior Mortgagee**"), with an address at 400 South Orange Avenue, Orlando, Florida 32801 in favor of **VALLEY NATIONAL BANK**, a national banking association (the "**Senior Mortgagee**"), having an address of 1700 Palm Beach Boulevard #1000, West Palm Beach, Florida 33401.

RECITALS

- A. The Junior Mortgagee is the owner and holder of that certain Mortgage and Security Agreement dated January 17, 2020, and recorded as document #20200064960 in the Public Records of **ORANGE** County, Florida (which secures a \$450,000.00 Promissory Note (the mortgage and security agreement, and Note secured thereby, other documents executed in conjunction therewith and any modifications or additional documents thereafter executed concerning same are herein collectively referred to as the "**Junior Mortgage**")) from CLEAR LAKE COMMUNITY, INC., a Florida not for profit corporation (the "**Mortgagor**"), which encumbers certain real property (the "**Real Property**") situated in **ORANGE** County, Florida, described as follows: *The property described and set forth in Exhibit "A" attached hereto and made a part hereof*; and
- B. The Mortgagor has applied, to the Senior Mortgagee for a mortgage loan in the principal amount of \$450,000.00 (the "**Loan**"), but the Senior Mortgagee is unwilling to make said Loan to the Mortgagor unless and until the Junior Mortgagee(s) executes and delivers this Subordination; and
- C. The Mortgagor has requested the Junior Mortgagee(s) to subordinate its interest in the Real Property and personal property described in the Junior Mortgage to the Mortgage, Security Agreement, Financing Statement And Assignment of Rents which the Mortgagor will grant to Senior Mortgagee on the Real Property (and personal property described in the Senior Mortgage) in the amount of \$450,000.00 to secure the Senior Mortgagee's Loan (the "**Senior Mortgage**"); and
- D. Junior Mortgagee(s) is willing to subordinate the Junior Mortgage to the Senior Mortgage on the express terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises herein contained, the Junior Mortgagee(s) does hereby agree as follows:

- 1. **Recitals Incorporated.** All of the RECITALS hereinabove set forth are by reference incorporated in and specifically made a part of this Subordination as fully as if set forth herein verbatim.
- 2. **Ownership of Junior Mortgage** Junior Mortgagee(s) does hereby warrant to and covenant with the Senior Mortgagee that it is the owner and holder of the Junior Mortgage and it has not transferred, assigned or hypothecated any right title or interest in the Junior Mortgage.
- 3. **Subordination of Junior Mortgage.** Pursuant to the terms and conditions of this Subordination, the Junior Mortgage is hereby made unconditionally subordinate, inferior, and junior in every respect to the Senior Mortgage, and any and all amounts heretofore or hereafter advanced thereunder, including, but not limited to, interest thereon, and disbursements made for payment of taxes, levies, or insurance on the Mortgaged Property (as such term is defined in the

Senior Mortgage), and other monies, including, but not limited to, attorneys' fees and costs, expended to protect, enforce, or otherwise deal with the security of the Senior Mortgage with interest on such disbursements (collectively the "**Other Advances**"), but not to any other future advances. For purposes of this Subordination, the term "**Senior Mortgage**" shall mean the Mortgage, Security Agreement, Financing Statement And Assignment of Rents to be granted by the Mortgagor to the Senior Mortgagee, as described above, together with any and all modifications, amendments, supplements, restatements, or assignments thereof at any time made or entered into, including all Other Advances thereunder and the term "**Senior Mortgagee**" shall mean the Senior Mortgagee named herein, its successors and/or assigns.

4. **Effect of Subordination.** The effect of this Subordination shall be the same as if the Junior Mortgage, together with any and all modifications, amendments, supplements, or restatements thereof at any time made or entered into were dated, executed, delivered, and recorded after the dating execution, delivery, and recording of the Senior Mortgage, together with any and all modifications, amendments, supplements, restatements, or assignments thereof at any time made or entered into, including Other Advances thereunder. It is intended by the parties that this Subordination shall serve to subordinate the Junior Mortgage to the Senior Mortgage and any and all modifications, amendments, supplements, restatements, or assignments thereof for all purposes; however, the Junior Mortgagee(s) hereby agrees to execute any further documents, including, but not limited to, acknowledgments and/or subordinations, as may be requested by Senior Mortgagee, its successors and/or assigns.

5. **Reliance by Senior Mortgagee, etc.** The Senior Mortgagee shall be entitled to rely upon this Subordination in extending credit to the Mortgagor, as set forth above, and in obtaining a first mortgage and security interest in and to the Real Property (and personal property described in the Senior Mortgage) to secure the Loan. Further the Senior Mortgagee, may at any time hereafter (a) renew, extend, or modify the Loan in any manner whatsoever, including, but not limited to, extend the time for payment of the Loan, or any portion thereof, reduce or increase the payments thereon or increase or reduce the interest rate thereon, (b) modify, amend, supplement, restate, or assign the Senior Mortgage, all without notice to or further consent or agreement by the Junior Mortgagee(s), who hereby waive any such notice and consent and agree to each and all of the foregoing.

6. **Subordination is Irrevocable.** The subordination effected by this Subordination is unconditional and irrevocable and may not be revoked or otherwise modified without the prior written consent of the Senior Mortgagee.

7. **Waiver of Notice of Default.** The Junior Mortgagee(s) hereby expressly waives notice of default under the Loan and hereby agrees that in the event of any such default, the Senior Mortgagee may pursue any rights it may have under the Senior Mortgage or any other documents executed in connection with the Loan without giving any notice thereof to the Junior Mortgagee(s).

8. **Governing Law.** This Subordination shall be governed by and construed according to the laws of the State of Florida.

9. **Counterparts.** This Subordination 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 of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Junior Mortgagee(s) has executed and delivered this Subordination as of the day and year first above written.

Signed, sealed and delivered in
the presence of:

"JUNIOR MORTGAGEE"

CITY OF ORLANDO
a Florida municipal corporation

Attest:

By: _____
_____, City Clerk

By: _____
Print Name: _____
Title: Mayor/Mayor Pro Tem

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to, signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____, 2020, by _____ as Mayor/Mayor Pro Tem and _____ as City Clerk of **CITY OF ORLANDO a Florida municipal corporation**. He/She/They (check one) ☐ is/are personally known to me, or ☐ has/have produced a valid driver's license or _____ as identification.

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____

EXHIBIT "A"

LEGAL DESCRIPTION

That certain piece, parcel and tract of land located in **ORANGE** County, Florida, described as follows: