

**SUBORDINATION OF LIENS**  
**(MLA APPOINTED)**  
**[Lender's Coverage Only]**

POTENTIAL LIEN CLAIMANT, \_\_\_\_\_, (hereinafter, "Potential Lien Claimant")

PROPERTY (Required): \_\_\_\_\_

(Insert street address or brief description and/or attach a description as Exhibit A.)

**DEFINITIONS:** The following capitalized terms as used in this Subordination of Liens ("Subordination") shall have the following meanings:

- **Company:** any title insurance company issuing a title policy or policies insuring title to the Property in reliance on this Waiver.
- **Lender:** a lender making a loan secured by a deed of trust encumbering the Property.
- **Deed of Trust:** The real estate security instrument(s) to be executed and recorded to encumber the Property in the currently contemplated transaction and any currently contemplated or future extensions, renewals, modifications, amendments or reinstatements thereof.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.

**1. Certifications and Waiver:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other benefits accruing, Potential Lien Claimant certifies that (i) he/she/it has signed this Subordination in the correct legal capacity and has the authority to sign this Subordination; (ii) Potential Lien Claimant has not received any Notice of Claim of Lien upon Funds or Claim of Lien on Real Property from any other person or entity.

Potential Lien Claimant hereby subordinates to the lien of the Deed of Trust such Potential Lien Claimant's right and that of anyone claiming by, through, or under such Potential Lien Claimant to file a lien for Labor, Services or Materials on the Property. Potential Lien Claimant agrees that the Deed of Trust shall constitute a superior and paramount lien for all amounts which have been or may hereafter be advanced under the Deed of Trust. Potential Lien Claimant further warrants that Potential Lien Claimant has not assigned and will not assign Potential Lien Claimant's claim for payment or right to perfect a potential lien on the Property and that Potential Lien Claimant has the right to execute this Subordination.

**2. Indemnification:**

Potential Lien Claimant agrees to indemnify and hold harmless, Lender and Company of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses which Lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Potential Lien Claimant made herein or in enforcement of Lender's or Company's rights hereunder without exception to matters certified in this Subordination..

**3. NCLTA Copyright :**

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

\_\_\_\_\_  
No modification of this Subordination, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

POTENTIAL LIEN CLAIMANT:

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
Printed or Typed Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed or Typed Name/Title: \_\_\_\_\_

DATE: \_\_\_\_\_