

RECORDING REQUESTED BY:
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
American Riviera Bank
1033 Anacapa Street
Santa Barbara, CA 93101

Space Above This Line for Recorder's Use Only

A.P.N.: 073-470-029

File No.: 4206-5369329 (AM)

SUBORDINATION AGREEMENT

(EXISTING TO NEW)

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 Thirteenth day of March, 2017, by Isla Vista Youth

Projects Inc, a California non-profit corporation

Owner of the land hereinafter described and hereinafter referred to as "Owner", and

American Riviera Bank

present Owner and Holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner has executed a Deed of Trust dated May 25, 2016 to American Riviera Bank, as Trustee, covering:

PARCEL ONE:

LOT 106 OF TRACT NO. 14393, PHASE 1, IN THE CITY OF GOLETA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 183, PAGES 1 THROUGH 11, INCLUSIVE, OF MAPS, AND AS AMENDED IN BOOK 186, PAGES 79 THROUGH 90, INCLUSIVE BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE ROAD, DRAINAGE AND PUBLIC UTILITY PURPOSES, AND FOR INGRESS, EGRESS, ACCESS, CONSTRUCTION, MAINTENANCE, REPAIR AND INCIDENTAL PURPOSES THERETO, OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF LOT 94 AND LOT 107 OF TRACT NO. 14393, PHASE 1, AS SHOWN ON MAP FILED IN BOOK 183, PAGES 1 THROUGH 11, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DEFINED AND DELINEATED THEREON AS "PRIVATE EASEMENT FOR ROAD, DRAINAGE AND PUBLIC UTILITIES PURPOSES FOR THE BENEFIT OF LOT 106 AS SHOWN THEREON" PER SAID MAP.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR STORM DRAIN FACILITIES AND FOR INGRESS, EGRESS, ACCESS, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND INCIDENTAL PURPOSES THERETO, OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF LOT 94 AND LOT 95 OF TRACT NO. 14393, PHASE 1, AS SHOWN ON MAP FILED IN BOOK 183, PAGES 1 THROUGH 11, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DEFINED AND DELINEATED THEREON AS "CENTER LINE OF 10.00 FOOT WIDE PRIVATE EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF STORM DRAIN FACILITIES FOR THE BENEFIT OF LOT 106 AS SHOWN HEREON" PER SAID MAP.

to secure a Note in the sum of \$300,000.00, dated May 25, 2016, in favor of American Riviera Bank, which Deed of Trust was recorded June 16, 2016 in Book , Page , or Instrument No. 2016-29965, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note not to exceed \$300,000.00, dated April 4, 2017, recorded against the same property described in the preceding recital in favor of County of Santa Barbara, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded 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 Deed of Trust 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 Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust 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 Deed of Trust 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 with regard to the subordination of the lien or charge of the Deed of Trust 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, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such 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 another Deed or Deeds of Trust or to another Mortgage or Mortgages.

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 Deed of Trust 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
- (d) An endorsement has been placed upon the Note secured by Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

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 THE IMPROVEMENT OF THE LAND.

(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")

OWNER:

A.P.N.: **073-470-029**

Subordination Agreement - continued

File No.: **4206-5369329 (AM)**
Date: **March 13, 2017**

Isla Vista Youth Projects Inc, a California non-profit corporation

By: _____

Name: By:

Title: President of the Board of Directors

BENEFICIARY:

American Riviera Bank

By:

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 _____)SS
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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

This area for official notarial seal