

**SUBORDINATION AGREEMENT AND CONSENT TO AGRICULTURAL  
EASEMENT**

This Agreement is entered into as of the latest of the below-written dates between **[ENTER LENDER NAME HERE]** (“Mortgagee”) and **[ENTER LANDOWNER NAME(S) HERE]** (“Mortgagor”).

**Background Facts**

- A. Mortgagee holds a mortgage (“Mortgage”) filed for record on **[DATE]** in the land records of **[ENTER COUNTY NAME HERE]** County, Ohio, at **[ENTER COUNTY NAME HERE]** County Recorder’s Office, Volume **[#]**, Page **[#]**.
- B. On \_\_\_\_\_, Mortgagor conveyed to the Director of the Ohio Department of Agriculture (“State Grantee”) and **[ENTER LOCAL GRANTEE NAME HERE]** (“Local Grantee”) (collectively referred to as “Grantee”) an Agricultural Easement which will perpetually restrict to agricultural use the real property which is subject to the Mortgage. This Agricultural Easement is recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Official Records of \_\_\_\_\_ County, Ohio.
- C. For value received and to induce the Grantee to complete the purchase of and accept the Agricultural Easement, the Grantee requires that all prior liens and other encumbrances be subordinated to the Agricultural Easement.

**Statement of Agreement**

The Mortgagee and Mortgagor agree as follows:

- 1. Mortgagee does hereby consent to the recordation of the Agricultural Easement and to the terms and provisions therein.

2. The Mortgage and all of Mortgagee's rights, interests, claims, and privileges under the Mortgage are in all respects and for all purposes subordinate to the Agricultural Easement.
3. No action of any nature whatsoever with respect to the Mortgage will extinguish, or in any way affect, the Agricultural Easement, and said Agricultural Easement shall remain perpetual in nature as intended when conveyed. Mortgagee agrees that its lien on, and all other rights and interests in, the title to the Property resulting from the Mortgage will remain subordinate to the Agricultural Easement on, and all other rights and interests in, the title to the Property regardless of any renewal, extension or further modification of the Mortgage.
4. If at any time Mortgagee should file a foreclosure or other court action regarding the Property, including but not limited to a Confession of Judgment provision of the Mortgage, Mortgagee shall provide a courtesy written notice to State Grantee or Local Grantee by certified mail upon commencement of the proceeding. Notice may be provided to State Grantee at Ohio Department of Agriculture, Office of Farmland Preservation, 8995 East Main Street, Reynoldsburg, Ohio 43068, or to Local Grantee at: \_\_\_\_\_.
5. The Grantees are the intended third-party beneficiaries of this Agreement.
6. This Agreement is binding upon and will inure to the benefit of the Mortgagee, Mortgagor, and Grantees, and to their respective successors and assigns.

*[This space intentionally left blank, signatures begin on the following page]*

**MORTGAGEE**

**[ENTER LENDER NAME HERE]**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

**Acknowledgement**

State of Ohio  
County of \_\_\_\_\_ ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who states that he/she is a \_\_\_\_\_ of **[ENTER LENDER NAME HERE]** and is duly authorized to enter and execute this instrument for and on behalf of **[ENTER LENDER NAME HERE]** and acknowledges that he/she signed the foregoing instrument as his/her free act and deed.

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

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

**MORTGAGOR**

\_\_\_\_\_  
[ENTER LANDOWNER NAME HERE]

\_\_\_\_\_  
[ENTER LANDOWNER NAME HERE]

**Acknowledgement**

State of Ohio

County of \_\_\_\_\_ ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [ENTER LANDOWNER NAME(S) HERE], who acknowledged that they signed the foregoing instrument as their free act and deed.

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

My Commission Expires:

*This instrument prepared by:*

*ORGANIZATION*

*ADDRESS*

*CITY, STATE, ZIP*