

# **Exhibit “A”**

After Recording, Send To:

### **SUBORDINATION OF MORTGAGE**

This Subordination of Mortgage is Made By **WEST ORANGE TOWNSHIP HOUSING REHABILITATION PROGRAM** (“Mortgagee”), under the following circumstances:

A. Mortgagee is the holder of a Mortgage (the “Existing Mortgage”) described as follows:

**BORROWER: Venante Mondesir and Alix Jules**

**LENDER: WEST ORANGE TOWNSHIP HOUSING REHABILITATION PROGRAM**

**DATE EXECUTED: 08/31/2012**

**DATE RECORDED: 10/05/2012**

**RECORDED AT: Essex County, New Jersey, Instrument No. 12083264**

**AMOUNT: \$35,000.00**

which is a lien on the real estate described below (the “Property”).

**All that certain lot, parcel or tract of land, situate and lying in the Township of West Orange, County of Essex, State of New Jersey, and being more particularly described as follows: Beginning at a point in the Southwesterly line of Pleasant Valley Way (Old Cedar Road vacated), distant 227.62 feet Northeast of the intersection formed by the Southeasterly line of Pleasant Valley Way and the Northeasterly line of Brook End Drive; thence (1) North 35 degrees 37 minutes 43 seconds East, along the Southeasterly line of Pleasant Valley Way, a distance of 53.00 feet to a point; thence (2) South 53 degrees 17 minutes 00 seconds East, a distance of 250.00 feet to a point; thence (3) South 35 degrees 37 minutes 43 seconds West, a distance of 53.00 feet to a point; thence (4) North 53 degrees 17 minutes 00 seconds West, a distance of 250.00 feet to the point and place of BEGINNING. Tax ID: 168/38.01**

Property Address: **1454 Pleasant Valley Way, West Orange, NJ 07052**

B. Lender, **CrossCountry Mortgage, LLC**, will be making a loan secured by a mortgage, in the maximum principal amount of \$343,000.00 (Three Hundred Forty-three Thousand and Zero Cents), to Venante Mondesir and Alix Jules as Borrower and (“New Mortgage”), which will be a

lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Mortgagee and Lender agree as follows:

1. Mortgagee hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.
2. This Subordination Agreement is made on the understanding that Mortgagee shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.
3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**WEST ORANGE TOWNSHIP  
HOUSING REHABILITATION  
PROGRAM**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
MORTGAGEE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by **WEST ORANGE TOWNSHIP HOUSING REHABILITATION PROGRAM** who is personally known to me or has produced \_\_\_\_\_ as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

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