

Information & Instructions: Approval of second lien and agreement to give notice of default

PREVIEW

1. This form is frequently used by a second Lienholder on real estate who wants some protection from foreclosure by the first Lienholder, which would extinguish all property rights and Lien rights that the second Lien holder possesses.
2. The document simply requires the first Lienholder to give notice of its intent to foreclose and thus affords the second Lienholder the opportunity to pay the monies owed on the first Lien in order to prevent foreclosure by the first Lienholder.
3. If properly drafted, this document affords greater security to the second Lienholder through notice than he or she might otherwise have.

PLEASE DO NOT COPY

THIS DOCUMENT

THANK YOU

LegalFormsForTexas.Com

Form: Approval of second lien and agreement to give notice of default

PREVIEW
APPROVAL OF SECOND LIEN AND
AGREEMENT TO GIVE NOTICE OF DEFAULT

State of Texas

County of _____

[Name of maker of Promissory Note], and spouse, _____, (hereafter collectively called "Grantor"), have executed a Deed of Trust (hereafter called "First Lien Deed of Trust") dated _____, and filed in the County Clerk's Office of [Name of County] County, Texas, on [date], number _____, to [name of first Lienholders], (hereafter called "First Mortgagee"), securing the promise to pay a Promissory Note (hereafter called "First Lien Note") dated _____ executed by Grantor in favor of First Mortgagee in the amount of \$ [Amount] covering the real property described as follows: [describe property].

1. [Name], Grantor, desires to execute a Promissory Note (hereafter called "Second Lien Note") in the amount of \$[Amount] payable to the order of [name of second Lienholder] (hereafter called "Second Mortgagee") secured by a Deed of Trust (hereafter called "Second Lien Deed of Trust") against the property of even date therewith to _____, Trustee.

2. Second Mortgagee will not advance the proceeds of the Second Lien Note but for the covenants and agreements of the First Mortgagee set forth herein. THEREFORE, in consideration of Ten And No/100 Dollars (\$10.00), and other good and valuable consideration paid by Second Mortgagee to First Mortgagee, First Mortgagee, for itself, its successors and assigns, hereby covenants and agrees in favor of Second Mortgagee, its successors, and assigns as follows:

3. First Mortgagee hereby consents to and approves the placing of the Second Lien Deed of Trust on the property, which Second Lien Deed of Trust shall be specifically subordinate and inferior to the First Lien Deed of Trust, without declaring a default in or otherwise requiring a modification or amendment to the terms and provisions of the First Lien Note or First Lien Deed of Trust.

4. The First Lien Deed of Trust shall and does secure only the First Lien Note and any advances for taxes or insurance as provided for in the First Lien Deed of Trust pertaining to the property, and shall not secure any other or future indebtedness of Grantor or otherwise.

5. In the event of any default under the First Lien Note or the First Lien Deed of Trust, First Mortgagee shall advise Second Mortgagee in writing of the nature of the default and grant the Second Mortgagee the option and right to cure the stated default thirty (30) days prior to (1) accelerating the First Lien Note, (2) foreclosing on said property, or (3) otherwise incurring any costs or expenses in connection with same. Such prior written notice shall be effective upon deposit in a U. S. Postal Service depository enclosed in a stamped envelope addressed to Second Mortgagee at _____ by Certified mail return receipt requested to the attention of _____.

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Signed on _____

PREVIEW

[Name of First Lienholder]

By:

[Title]

Maker's Address:

Second Lienholder's Address:

State of Texas
County of _____

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This instrument was acknowledged before me on _____ by

_____.

Notary Public, State of Texas

Notary's typed or printed name

THIS DOCUMENT

My commission expires: _____

[or Notary's Stamp]

THANK YOU

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APPROVAL OF SECOND LIEN AND AGREEMENT TO GIVE NOTICE OF DEFAULT

[Name of maker of Promissory Note], and spouse, _____, (hereafter collectively called Grantor), have executed a Deed of Trust (hereafter called First Lien Deed of Trust) dated _____, and filed in the County Clerk's Office of _____ County, Texas, on [date], number _____, to [name of first Lienholders], (hereafter called First Mortgagee), securing the promise to pay a Promissory Note (hereafter called First Lien Note) dated _____, executed by Grantor, in favor of First Mortgagee in the amount of _____ Dollars (\$_____) covering the real property described as follows:

[describe property].

PLEASE DO NOT COPY

[Name], Grantor, desires to execute a Promissory Note (hereafter called Second Lien Note) in the amount of _____ Dollars (\$_____) payable to the order of [name of second Lienholder] (hereafter called Second Mortgagee) secured by a Deed of Trust (hereafter called Second Lien Deed of Trust) against the property of even date therewith to _____, Trustee.

Second Mortgagee will not advance the proceeds of the Second Lien Note but for the covenants and agreements of the First Mortgagee set forth herein.

In consideration of Ten And No/100 Dollars (\$10.00), and other good and valuable consideration paid by Second Mortgagee to First Mortgagee, First Mortgagee, for itself, its successors and assigns, hereby covenants and agrees in favor of Second Mortgagee, its successors, and assigns as follows:

THIS DOCUMENT

1. First Mortgagee hereby consents to and approves the placing of the Second Lien Deed of Trust on the property, which Second Lien Deed of Trust shall be specifically subordinate and inferior to the First Lien Deed of Trust, without declaring a default in or otherwise requiring a modification or amendment to the terms and provisions of the First Lien Note or First Lien Deed of Trust.

2. The First Lien Deed of Trust shall and does secure only the First Lien Note and any advances for taxes or insurance as provided for in the First Lien Deed of Trust pertaining to the property, and shall not secure any other or future indebtedness of Grantor or otherwise.

3. In the event of any default under the First Lien Note or the First Lien Deed of Trust, First Mortgagee shall advise Second Mortgagee in writing of the nature of the default and grant the Second Mortgagee the option and right to cure the stated default thirty (30) days prior to (1) accelerating the First Lien Note, (2) foreclosing on said property, or (3) otherwise incurring any costs or expenses in connection with same. Such prior written notice shall be effective upon deposit in a U. S. Postal Service depository enclosed in a stamped envelope addressed to Second Mortgagee at _____ by Certified Mail, return receipt requested, to the attention of _____.

THANK YOU

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Signed on _____ effective on the date of execution of the Second Lien Deed
of Trust.

PREVIEW

[Name of First Lienholder]

By: _____
[Title]

Maker's Address:

Second Lienholder's Address:

PLEASE DO NOT COPY

State of Texas
County of _____

This instrument was acknowledged before me on _____ by

_____.

Notary Public, State of Texas

THIS DOCUMENT

Notary's typed or printed name

My commission expires: _____
[or Notary's Stamp]

THANK YOU

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