

8655444288

WHEN RECORDED MAIL TO:

ditech.com  
500 Enterprise Drive Suite 150  
Horsham, PA 19044  
Attn: William Palmer



200601240074  
Skagit County Auditor

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118357-T

## SUBORDINATION AGREEMENT

**THIS AGREEMENT**, made October 7, 2005, by **Mortgage Electronic Registration Systems Inc.**, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH:

THAT **Keith T. Fourney**, a single person, ("Owner"), did execute a Deed of Trust dated 04/14/2005, to **Trans Nation Title Company**, as trustee, covering:

### SEE ATTACHED

To secure a Note in the sum of **\$15,900.00** dated 04/14/2005 in favor of **Mortgage Electronic Registration Systems Inc**, which Deed of Trust was recorded on 5/03/2005 as **Instrument #200505030081, Official Records**.

218 WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$175,954.00** dated **10/18/05** in favor of **New Freedom Mortgage Corp, ISAOA**, 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 Recorded 1/24/06 Auditors # 200601240073

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 Beneficiary's 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 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, 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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It 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, a specific loan is being 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.



Mortgage Electronic Registration Systems, Inc.

By: [Signature]  
Marnessa Birckett

Title: Assistant Secretary

Attest: [Signature]  
Sean Flanagan

Title: Vice President

COMMONWEALTH OF PENNSYLVANIA

:

: ss

COUNTY OF MONTGOMERY

:

On this 10/17/05, before me, Lynn R. Frazier, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Assistant Secretary and Sean Flanagan, Vice President, personally known to me (or 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

WITNESS my hand and official seal.

[Signature]  
Notary Public

Notarial Seal  
Lynn R. Frazier, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires July 16, 2006  
Member, Pennsylvania Association Of Notaries



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