

USDA Rural Development
2021 E. College Way No. 216
Mount Vernon, WA 98273

Abbr Legal: Lot 30 Eastmont

TAX ID 4637-000-030-0009 P106573



200112170187
Skagit County Auditor

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**AGREEMENT WITH PRIOR LIENHOLDER
UNITED STATES DEPARTMENT OF AMERICA**

Form RD1927-8
(Rev. 2-97)

Position 5

FORM APPROVED
OMB NO. 0575-0147

FIRST AMERICAN TITLE CO.

66955E-5

WHEREAS Wells Fargo

(called the "Mortgagee") is the holder of a certain **DEED OF TRUST**
(insert Mortgage, Purchase Contract, or other Instrument)

(called the "Security Instrument") recorded in Book No. 200112170184 Page DT #
of the _____ Records of Skagit County;

ANDREY Y. NAGORNY and LYUBOV A. NAGORNAYO

WHEREAS (called the "Mortgagor") is (are) the
owner(s) of certain real estate described in the above listed security instrument; and

WHEREAS, Mortgagor has applied to the United States of America, United States of
Department of Agriculture, acting through the **USDA, RURAL DEVELOPMENT**
(called the "Government"), for a loan for the purpose of improving or purchasing and improving
the real estate, to be secured by a mortgage, deed of trust, or other security instrument that will be
subject to the Security Instrument held by or for the benefit of Mortgagee;

THEREFORE, in consideration of the insuring or making of the loan by the Government,
Mortgagee, for mortgagee's self, heirs, executors, administrators, successors, and assigns does
hereby agree:

1) That the mortgagee will not declare the Security Instrument to be in default and the
indebtedness secured thereby will not be accelerated unless prior written notice has been
provided to the Government at the following address: 2021 E. College Way #216; Mount Vernon,
WA 98273. Said notice will be delivered to the Government by Certified Mail not less than 60 days
prior to the intended action;

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Agriculture, Clearance Officer, STOP-7602, 1400 Independence Ave., SW., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are required to respond to this collection of information unless it displays a currently valid OMB number.

- 2) That the Government may, at its option, cure any monetary default by paying the amount of the Mortgagor's delinquent payments at the Mortgagee;
- 3) That should the Government commence liquidation proceedings and thereafter acquire the real estate covered by the security instrument, the Mortgagee will not declare the security instrument to be in any non-monetary default;
- 4) That to the extent the Security Instrument secures future advances which have priority over the Government's security instrument, no advances for purposes other than taxes, insurance or payments on other prior liens will be made under any future advances feature of the mortgagee's security instrument without the written consent of _____.
- 5) That this agreement includes consent to the Government for making (or transferring) loans and taking (or retaining) the related mortgage notwithstanding any provision of the Mortgage which prohibits a loan or mortgage (or transfer) without Mortgagee's consent;
- 6) That should the Government obtain title to the property either by foreclosure or voluntary conveyance, Mortgagee will grant consent so the Government may transfer the property subject to the prior lien notwithstanding any prohibition in the Mortgagee's security instrument to the contrary.

IN WITNESS WHEREOF, Mortgagee has executed this Agreement with Prior Lienholder this 12 day of December, 2001.

Andrey V Nagorny (Seal)
(Mortgagee)

Iyubod A. Nagorny (Seal)
(Mortgagee)

IF MORTGAGEE IS A CORPORATION:
(Corporate Seal)

(Name of Corporation - Mortgagee)

By _____
(Duly Authorized Officer)

(Title)

ACKNOWLEDGMENT



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