



200203040210

Skagit County Auditor

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AGREEMENT WITH PRIOR LIENHOLDER  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FIRST AMERICAN TITLE CO.

B-67674E-5

Form RD 1927-8  
(Rev. 2-97)

Position 5

FORM APPROVED  
OMB NO. 0575-0147

WHEREAS ALLIED MORTGAGE CAPITAL CORPORATION

(called the "Mortgagee") is the holder of a certain REAL ESTATE MORTGAGE  
(Insert Mortgage, Purchase Contract, or other Security Instrument)

(called the "Security Instrument") recorded in <sup>FF#</sup> Book No. 200203040208 Page \_\_\_\_\_

of the MORTGAGE Records of Skagit County;

WHEREAS SCOT ACTON and \_\_\_\_\_

(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 Department of Agriculture, acting through the Rural Housing Service (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:

CSC, USDA, RURAL HOUSING SERVICE, ATTN: RISK MANAGEMENT

P.O. BOX 66827, ST. LOUIS, MO 63166

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 not 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 to 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 advance feature of the mortgagee's security instrument without the written consent of

~~USDA RURAL DEVELOPMENT/RURAL HOUSING SERVICE~~

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;

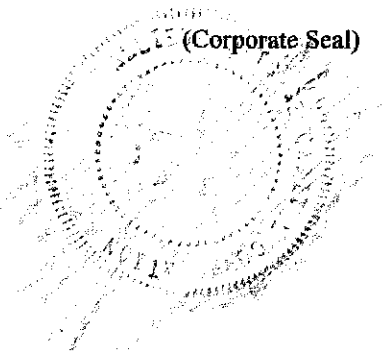
6) That should the Government obtain title to the property either by foreclosure or voluntary conveyance, Mortgagee will grant consent so the Government may transfer the property subject to the prior lien notwithstanding any prohibition in the Mortgagee's security instrument to the contrary.

IN WITNESS WHEREOF, Mortgagee has executed this Agreement with Prior Lienholder this 25<sup>th</sup> day of February, 2002.

\_\_\_\_\_  
(Mortgagee) (Seal)

\_\_\_\_\_  
(Mortgagee) (Seal)

IF MORTGAGEE IS A CORPORATION:



(Corporate Seal)

ALLIED MORTGAGE CAPITAL CORPORATION  
(Name of Corporation - Mortgagee)

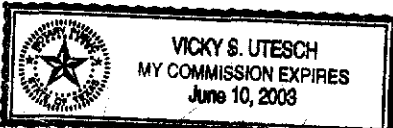
By [Signature]  
(Duly Authorized Officer)

BRENDA ADAMS  
SENIOR VICE PRESIDENT  
(Title)

STATE OF TEXAS  
COUNTY OF HARRIS

ACKNOWLEDGMENT

This instrument was acknowledged before me on 2-25-02 by Brenda Adams, Senior Vice President of Allied Mortgage Capital Corporation, a Texas corporation, on behalf of said corporation



[Signature]  
Notary Public, State of Texas

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