

1 of

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CHICAGO TITLE C27771

AGREEMENT WITH PRIOR LIENHOLDER UNITED STATES DEPARTMENT OF AGRICULTURE

Form RD1927-8 (Rev. 2-97) Position 5

FORM APPROVED OMB NO. 0575-0147

WHEREAS EAGLE HOME MORTGAGE

(called the "Mortgagee") is the holder of a certain <u>DEED OF TRUST</u>

(insert Mortgage, Purchase Contract, or other Instrument)

7/18/2003 Page

(called the "Security Instrument") recorded in Book No. n/a Page n/aAuditors File No. 200307180of the AuditorsRecords of SKAGIT County;

WHEREAS <u>MICHELLE A. MCDONALD</u> (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 trough the <u>USDA, Rural Housing Service</u> (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 <u>60</u> days prior to the intended action; Page 1 of 2

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 <u>USDA, Rural Housing Service</u>.

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 day of

(Seal) (Mortgagee)

(Seal)

(Mortgagee)

IF MORTGAGEE IS A CORPORATION: (Corporate Seal)

(Name of Corporation - Mortgagee)

By

7/18/2003 Page

(Duly Authorized Officer)

3 4:07PM

ACKNOWLEDGMENT

4

(Title)



2 of

STATE OF WASHINGTON)

COUNTY OF King

On this 18th day of July 2003, before me personally appeared Robert S. Greaton to me known to be the CFO of Eagle Home Mortgage, Inc. the corporation that executed the within and foregoing Agreement with Prior Leinholder regarding Deed of Trust for Mortgagor Michelle A. McDonald acknowledged that said instrument to be in the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to executed said instrument.

SS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



1-11-1

Print name: Deborah K. Brunz Notary Public in and for the State of Washington Residing in: Bothell My commission expires: 04/14/04

Skagit County Auditor

7/18/2003 Page

80

3 of

168

3 4:07PM