

Account Number 0300486206



200401230118
Skagit County Auditor

1/23/2004 Page 1 of 2 3:07PM

WHEN RECORDED MAIL TO:

Homecomings Financial Network, Inc.
2711 N. Haskell Avenue, Suite 900
Dallas, TX 75204
Attn.: Correspondence Department

THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN SUBORDINATING LENDER APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMERICAN TITLE CO.

Subordination Agreement

B710673E2

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 16 January, 2004, by The Chase Manhattan Bank as Indenture Trustee, Residential Funding Corporation ("Subordinating Lender").

WHEREAS, Pierluigi V. Pianto and Beth A. Pianto ("Borrower"), whether one or more, executed a note in the original principal sum of \$29,000.00 dated 07/25/2001, secured by a deed of trust or mortgage of even date therewith in favor of Amerus Home Equity covering property located at 609 Haines Street, Sedro Woolley, WA 98284, ("Property") recorded on 07/30/2001, as Instrument Number 200107300145, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$119,000.00 ("New Loan") in favor of America's Wholesale Lender ("New Lender"); and

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WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

WHEREAS, it is to the mutual benefit of the Borrower, New Lender and Subordinating Lender that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

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 New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

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Borrower Name Pierluiggi V. Piotto and Beth A. Piotto
Subordination Agreement
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1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

The Chase Manhattan Bank as Indenture Trustee, Residential Funding Corporation, by and through its attorney in fact, Residential Funding Corporation

By: Scott G. Tenery
Scott G. Tenery
Assistant Vice President

ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

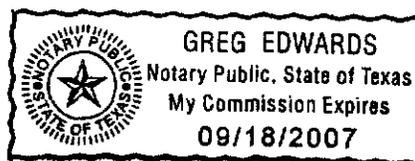
County of Dallas

On this, the 16 January, 2004, before me, a Notary Public, personally appeared Scott G. Tenery, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity as Assistant Vice-President of Residential Funding Corporation, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Greg Edwards
Notary Public

(Notary Seal)



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