

RECORDING REQUESTED BY:



200504150030

Skagit County Auditor

4/15/2005 Page

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4 11:35AM

AND WHEN RECORDED, MAIL TO:

HomeEq Servicing Corporation
Subordination Department
4837 Watt Avenue, Ste 200
North Highlands, CA 95660

LAND TITLE OF SKAGIT COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

114192-T

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made March 3, 2005 by and between PB Investment Corporation, a subsidiary of Provident Bank of Maryland, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary" and Midfirst Bank ;

WITNESSETH

THAT WHEREAS Grant L. Twombly and Patricia J. Twombly, husband and wife did execute a Deed of Trust, dated August 24, 1995 to Washington Administrative Services, Inc. as trustee covering :

To secure a Note in the sum of \$27,100.00, dated August 24, 1995 in favor of TMS Mortgage, Inc., dba The Money Store which Deed of Trust was recorded August 28, 1995, Instrument No. 9508280083, Book xxx, Page xxx assigned to PB Investment Corporation, a subsidiary of Provident Bank of Maryland, recorded August 28, 1995, as Document No.9605160100, Book xxx, Page xxx, Official Records of Skagit County, State of Washington; and

WHEREAS, Owner has executed, or is about to execute a Deed of Trust and Note in the sum not to exceed \$75,266.00, in favor of Midfirst Bank 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 4/15/05 Auditors # 200504150029

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 herein before 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 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 consideration 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, and any renewals or extensions thereof, 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 Deed of Trust first above mentioned.
2. That Lender would not make its loan above described without this subordination agreement.
3. That this agreement shall be the whole and only agreement between that parties hereto with regard to the subordination of 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 above referred to and shall supersede and cancel any prior agreements as to such, or any subordination including, but not limited to those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed or Deeds of Trust or to a Mortgage or Mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that

- A. It consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements including, but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- B. Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- C. 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 specific loans and advances are being and will be 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; and
- D. An endorsement has been placed upon the note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

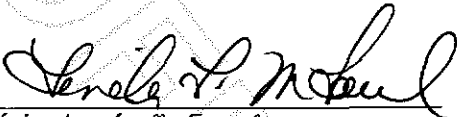


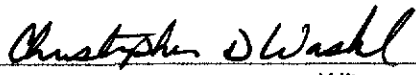
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Skagit County Auditor

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

PB Investment Corporation, a subsidiary of
Provident Bank of Maryland


By: Linda L McFaul
Title: Vice President

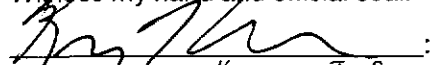

Christopher D , Witness
Washel

State of Delaware

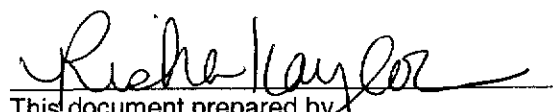
County of New Castle

On 3/4/2005, before me, Kerry T Evans a notary public, personally appeared, Linda McFaul, 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.


Notary Public Kerry T Evans
Expires 3/19/2007

Borr: Twombly
Loan No.: 72490337
Escrow:


This document prepared by
Risha Kaylor for
HomEq Servicing Corp.
4837 Watt Avenue
North Highlands, CA 95660



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Skagit County Auditor

DESCRIPTION:

Lots 15 And 16, Block 34, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.



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