

Skagit County Auditor

\$84.00

5/1/2017 Page

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DOCUMENT TITLE(S):
Subordination Agreement
AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S)
BEING ASSIGNED OR RELEASED. 201705010003
Additional reference numbers can be found on page of document.
GRANTOR(S): Elizabeth A. Leckenby
The Bank of New York Mellon, fka The Bank of New York
Additional grantor(s) can be found on page
GRANTEE(S):
Bank of America
Additional grantee(s) can be found on page
of document.
ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr,
section, township and range OR; unit, building and condo name.)
Unit 8, Division Street Village, a Condominium
Additional legal(s) can be found on page of document.
ASSESSOR'S 16-DIGIT PARCEL NUMBER:
4910-000-008-0000
4510 000 000
Additional numbers can be found on page of document.
The Auditor/Recorder will rely on the information provided on this form. The responsibility for the
accuracy of the indexing information is that of the document preparer.

#22098594 SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Bank of America 4161 Piedmont Parkway NC4-105-01-38 Attn Subordinations Greensboro NC 274 N

This document was prepared by: Stacey Terry BANK OF AMERICA, N.A. NC4-105-01-38 4161 Piedmont Parkway Greensboro, NC 27410

Doc ID No.: 00015904XXXX2005N

ESCROW/CLOSING#:

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

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twenty-fourth day of March, 2017, by The Bank of New York Mellon, fka The Bank of New York, as Trustee for the Benefit of the Certificateholders of the CWHEQ, Inc., CWHEQ Revolving Home Equity Loan Trust, Series 2007-E, by Bank of America, N.A., by attorney-in-fact ("Subordinator"), a corporation whose address is NC4-105-01-38, 4161 Piedmont Parkway, Greensboro, NC 27410.

Record Concurrently

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee/grantee of that certain Deed of Trust/Mortgage/Security Deed ("Security Document") pursuant to that certain Security Document dated 04/18/2007 (the "Senior Lien"), and executed by ELIZABETH A. LECKENBY and encumbering that certain real property located at 1519 E DIVISION ST, MOUNT VERNON, WA 98274 (address) which is legally described on <a href="Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 04/20/2007 in Official Records Book N/A, Page N/A, as Instrument No. 200704200171, of the Official Records of SKAGIT County, Washington, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

WHEREAS, Lakeview Loan Servicing, LLC ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the amount of and/or not to exceed \$126,400.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan");

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien 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 the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.
- (7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Liep in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER 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.

The Bank of New York Mellon, fka The Bank of New York, as Trustee for the Benefit of the Certificateholders of the CWHEQ, Inc.) GWHEQ Revolving Home Equity Loan Trust, Series 2007-E, by Bank of America, N.A., by attorney in-fact

Tara Grant, Vice President

CORPORATE ACKNOWLED GMENT

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Tara Grant, Vice President** known to me, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of March, 2017.

(Personalized Seal)

SHANIKA WRIGHT

Notary Public Guilford Co., North Carolina My Commission Expires Sept. 02, 2019

My commission expires 09/02/2019

(Notary Public, State of North Carolina)

Shanika Wright

(Print Name of Notary Public here)

Loan # : 0064416366

Exhibit A

LEGAL DESCRIPTION

The following described property:

Unit 8, Division Street Village, a Condominium, according to the declaration thereof recorded December 1, 2006, under Auditor's File No. 200612010120 records of Skagit County, Washington and Survey Map and Plans thereof recorded December 1, 2006 under Auditor's File No. 200612010119, records of Skagit County, Washington.

Assessor's Parcel No: 4910-000-008-0000

CERTIFIED TRUE COPY

Stacey Terry

Hereby certify that this is a true and correct copy of the original document.

State of North Carolina, County of Guilford this 2 day of March

Notary Public

My commission expires

SHANIKA WRIGHT

Notary Public

Guilford Co., North Carolina

My Commission Expires Sept. 02, 2019

LIMITED POWER OF ATTORNEY

The Bank of New York Mellon F/K/A The Bank of New York ("The Bank of New York Mellon"), as Trustee for the trusts identified in Exhibit A hereto (the "Trusts") constitutes and appoints Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing LP and its authorized officers (collectively, "BANA") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect with respect to any Mortgage Loan or Mortgage as such terms are defined herein, (i) an assumption agreement or modification agreement or supplement to the Martgage Loan, including where necessary and appropriate the subordination of the lien of the Mortgage, (ii) the subordination of the lien of the Mortgage to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, (iii) the demand for, suit for, recovery of, collection of and receipt of each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by The Bank of New York Mellon in respect of the Mortgage Loan and property, including foreclosure, (is) a reconveyance, deed of reconveyance or release or satisfaction of the Mortgage Loan or such instrument releasing the tien of the Mortgage, (v) the closing of title to property acquired by foreclosure or by deed in lieu of foreclosure, and the conveyance of such property to the mortgage insurer or to real estate owned ("REO Property") (vi) the disposition of any REO Property, and (vii) the defense of The Bank of New York Mellon in litigation and the resolution of any litigation where BANA has an obligation to defend The Bank of New York Mellon -- in connection with those notes and mortgages or deeds of trust (each, a "Mortgage," and together with the related note, a "Mortgage Loan") serviced by BANA for The Bank of New York Mellon in its capacity as Trustee for the Trusts pursuant to the related pooling and servicing agreements. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i) through (vii) above and as required by any laws or regulations governing such actions, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

This Limited Power of Attorney is effective until the earlier of (i) two (2) years from the date hereof or (ii) revocation by The Bank of New York Mellon. The authority granted to the attorney-in-fact by this limited power of attorney is not transferable to any other party or entity. The relationship of The Bank of New York Mellon and Bank of America, N.A. under this Limited Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer or partner.

[Remainder of page intentionally left blank]

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This limited power of attorney shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

Witness:

Zhou Ye

Witness: Alexander Puglise

The Bank of New York Mellon fka The Bank of New York, as Trustee

n...

Gavin Tsang

Vice President

By: /

Loretta A. Lundberg Managing Director

ACKNOWLEDGEMENT

STATE OF: New York COUNTY OF: Kings

On the 2nd day of September in the year 2014 before me, the undersigned, personally appeared Loretta A. Lundberg and Gavin Tsang, known to me or proved to me on the basis of satisfactory evidence to be the Managing Director and Vice President, respectively, of The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 2nd day of September, 2014.

Notary Public

My Commission expires:

RAFAL BAR Notary Public, State of New York No. 01BA6293822 Qualified in Kings County Commission Expires Dec. 16, 2017

HOME EQUITY LOAN ASSET-BACKED CERTIFICATES

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLOERS OF CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S1

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS THE TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWHEQ INC. HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEOLING, HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC. HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S4

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S4

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S5

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S7

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S7

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWHEQ, INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S9

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE OF CWHEQ, INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S10

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-S3

REVOLVING HOME EQUITY LOAN TRUST

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-A

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-B

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-E

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-P

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THE BANK OF NEW YORK MELLON FKATHE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-H

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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-

THE BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK SUCCESSOR INDENTURED TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURED TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-K

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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS INDENTURE TRUSTEE FOR THE NOTEHOLDERS OF CWHEQ, INC., REVOLVING HOME EQUITY LOAN ASSET-BACKED NOTES, SERIES 2006-I

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THE BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., REVOLVING HOME EQUITY LOAN TRUST, ASSET-BACKED NOTES, SERIES 2007-C

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