

SUBORDINATION AGREEMENT

Ocwen
Loan # 88944012

THIS AGREEMENT is entered into this 30th day of March 2001, by Wells Fargo Home Mortgage, Inc. ("WFHM"), David A. Silverberg and Cheryl Qualls & Empire Funding Corp.

Recitals

Lienholder holds a second deed of trust originally granted by First Financial Funding Group, dated July 28, 1998 and recorded August 13, 1998, in Book 898, Page 2777, as Document No. 447016 of Official Records, to secure an original indebtedness of \$36,500. Said Mortgage was subsequently assigned to Empire Funding Corp., by assignment recorded August 13, 1998, in Book 898, Page 2784, as Document No. 447017 of Official Records, securing an interest in the following described real estate ("the Property"):

This agreement subordinates a Mortgage/Deed of Trust from DAVID A. SILVERBERG in the amount of \$36,500.00 held by EMPIRE FUNDING CORP., to a Mortgage/Deed of Trust to WELLS FARGO HOME MORTGAGE, INC. not to exceed \$133,200.00, at a fixed rate of 7%, for a term of at least 360 months.

WFHM holds a first deed of trust originally granted by Norwest Mortgage, Inc. (now known as Wells Fargo Home Mortgage, Inc.), dated August 20, 1997 and recorded August 27, 1997 in Book 897, Page 4302, as Document No. 420071 of Official Records, to secure an original indebtedness of \$132,089.00, securing an interest in the following property described above.

See legal description attached hereto and made a part of hereof

WFHM will provide credit to refinance the first deed of trust secured by the Property if Lienholder subordinates its second deed of trust lien to WFHM's new first deed of trust lien in the amount of \$133,200.00.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Subordination. Lienholder agrees to and hereby does subordinate its second deed of trust lien in the Property to a new first deed of trust lien to be filed by WFHM in order to refinance WFHM's existing first deed of trust.

2. Effect. WFHM agrees that Lienholder's second deed of trust shall in no way be impaired or affected by this Agreement except that the second deed of trust lien shall stand junior and subordinate to the WFHM new first deed of trust in the same manner and to the same extent as if the WFHM new first deed of trust had been filed prior to the execution and recording of the Lienholder's second deed of trust.

In Witness Whereof, the parties have executed this Subordination Agreement as on the date and year first above written.

Empire Funding Corp. by its Attorney in fact
("Lienholder") Ocwen Federal Bank FSB

By Arthur J. Castner
Arthur J. Castner / Vice President

Wells Fargo Home Mortgage, Inc.

JENNIFER BOWMAN
JENNIFER BOWMAN, Vice President

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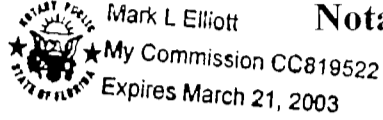
State of Florida)
County of Palm Beach)Ss

[ACKNOWLEDGMENT]

On this 7th day of March, 2001, before me a notary public in and for the above county and state, appeared Arthur J. Casper, who stated that he is the Vice President of Ocean Federal Bank FSB and acknowledged that he signed and delivered this instrument as a free and voluntary act.

* Attorney-in-Fact for Empire Funding Corp

Mark L Elliott



Notary Public

State of Virginia)
County of Prince William)Ss

[ACKNOWLEDGMENT]

On this 8th day of March 2001 before me a notary public in and for the above county and state, appeared Jennifer Bowman, who stated that she is the Retail Operations Manager of Wells Fargo Home Mortgage, Inc. and acknowledged that she signed and delivered this instrument as a free and voluntary act and the free and voluntary act of the corporation

Drew E. Coak

My Commission expires: 7/31/2003

Notary Public

SEAL

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2001 APR 27 PM 4:23

LINDA SLATER
RECORDER

\$8.00 PAID KD DEPUTY

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