



200110300096

, Skagit County Auditor

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4510554189

FIRST AMERICAN TITLE CO.

A66699E-2

SUBORDINATION AGREEMENT

NOTICE: This subordination agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This Agreement is made this 24th day of October 2001, by and between **Wells Fargo Bank West, N.A. (Equity Direct)** a national bank with its headquarters located at 1740 Broadway, Denver CO (herein called "Lien Holder"), and **Wells Fargo Home Mortgage, Inc.**, with its main office located in the State of Iowa (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated September 13, 1999 executed by **Thomas R. Holahan and Sara K. Holahan, husband and wife** (the "Debtor") which was recorded in the county of **Skagit**, State of **WA**, as **199909160100** on **September 16, 1999** (the "Subordinated Instrument") covering real property located in **Anacortes** in the above-named county of **Skagit**, State of **WA**, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of \$153,000.00.

DT# 200110300095

Lien Holder has agreed to execute and deliver this Subordination Agreement.

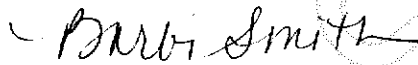
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of Washington. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK WEST, N.A.
(EQUITY DIRECT)

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



By: Barbi Smith
Title: AVP



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Schedule "C"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lots 6 and 7, and the East 1/2 of Lot 8, Block 1, "PLAT OF GRAY'S SECOND ADDITON TO THE CITY OF ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 13, records of Skagit County, Washington; (also known as Lot 2 of Survey, recorded April 1, 1994, under Auditor's File No. 9404010091 and in Volume 15 of Surveys, page 141, records of Skagit County, Washington).



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STATE OF WASHINGTON)

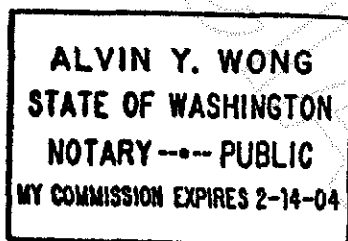
) SS.

COUNTY OF KING)

The foregoing instrument was acknowledged before me this 24th day of October,
2001, by Barbi Smith, AVP of Wells Fargo Bank West, N.A. (Equity Direct)
(bank officer name and title) (name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: 2-14-04



A handwritten signature in black ink, appearing to read "Alvin Y. Wong".

Alvin Y. Wong
Notary Public

REDAKTED, WA



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9/27/01

ALVIN T. WOOD
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 8-14-04