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200306170098

Skagit County Auditor

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RETURN TO:
WELLS FARGO BANK ATTN: COLLATERAL CONTROL
PO BOX 5140
Beaverton, OR 97208-5140
Space above line for recording purposes.

106560-7
LAND TITLE COMPANY OF SKAGIT COUNTY

65165155921780001

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 **5th** day of **May, 2003**, by and between **Wells Fargo Bank, N.A. (Home Equity Charter Bank)** a national bank with its headquarters located at **420 Montgomery Street, San Francisco, CA** (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 **August 15, 2000** executed by **Francean J. Dutch Brown, an unmarried woman**, as her separate property (the "Debtor") which was recorded in the county of **Skagit**, State of **Washington**, as **200009010040** on **September 1, 2000** (the "Subordinated Instrument") covering real property located in **Mount Vernon** in the above-named county of **Skagit**, State of **Washington**, as more particularly described in the Subordinated Instrument (the "Property").

Unit 2, Building Tract 88, CREEKSIDE CONDOMINIUM, according to Declaration thereof recorded under Auditor's File No. 199911020015 and Survey Map and Plans thereof recorded under Auditor's File No. 199911020014, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

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 **\$ 105,500.00.** 200306170097

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

UNRECORDED
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 , N.A.
(Home Equity Charter Bank)

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: Kathleen L. McClelland
Title: Asst. Vice President

Kathleen L. McClelland



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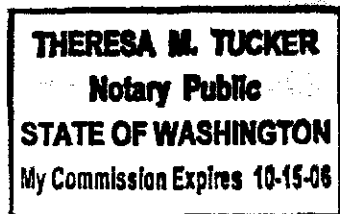
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STATE OF Washington)
) SS.
COUNTY OF Pierce)


The foregoing instrument was acknowledged before me this 23rd day of April,
2003, by Kathleen L. McClelland, Asst. Vice President of **Wells Fargo Bank, N.A.**
(Home Equity Charter Bank) (bank officer name and title) (name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: 10/15/06




Notary Public


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