

AFTER RECORDING MAIL TO:  
Wells Fargo Escrow Company  
1018 8th Street  
Anacortes, WA 98221-



200308290188  
Skagit County Auditor

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Filed for Record at Request of :  
Wells Fargo Escrow Company  
Escrow Number: 05-00339-03

LAND TITLE COMPANY OF SKAGIT COUNTY

### Subordination Agreement

106750-PA

Reference Number(s):  
Grantor(s): U.S. Bank National Association ND  
Grantee(s): Wells Fargo Home Mortgage, Inc.

**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.**

The undersigned subordinator and owner agrees as follows:

1. U.S. Bank National Association ND  
referred to herein as "subordinator", is the owner and holder of a mortgage dated October 7, 1998  
which is recorded in volume \_\_\_\_\_ of Mortgages,  
under auditor's file No. 9812290116, records of Skagit County, Washington.
2. Wells Fargo Home Mortgage Corp.  
referred to herein as "lender", is the owner and holder of a mortgage dated 8/20, 2003  
which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_, under  
auditor's file No. 200308290187 records of Skagit County, Washington (which  
is to be recorded concurrently herewith).
3. Kirk P Rutter and Pamela A Rutter  
referred to herein as "owner", is the owner of all the real property described in the mortgage identified above  
in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby  
acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection  
therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in  
Paragraph 1 above to the lien of "lender's" mortgage, in the amount of \$ 148,300.00,  
identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any  
extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the  
terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and  
recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to  
the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than  
those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in  
whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in  
Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the  
subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the  
mortgage in favor of "lender" above referred to and shall supercede and cancel any prior agreements as to  
such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage  
first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or  
mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this  
agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender  
and number of pronouns considered to conform to undersigned.

Executed this 19<sup>th</sup> day of August, 2003

**NOTICE: THIS SUBORDINATION 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. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.**

Fairbanks Capital Corp. as attorney in fact  
for U.S. Bank National Association

[Signature]  
John Shelley - Document Control Officer

STATE OF Utah }  
County of Salt Lake } SS:

I certify that I know or have satisfactory evidence that John Shelley

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument on oath and stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledge it as the Document control Officer of Fairbanks Capital Corp as the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8/19/2003

[Signature]

Notary Public in and for the State of Utah  
Residing at Fairbanks Capital Corp  
My appointment expires: 7/4/2005



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