



200506170075

Skagit County Auditor

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Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
~~800-756-3524 ext. 5011~~

NAME _____ Fidelity National Lenders Solution
ADDRESS _____ 2550 North Redhill Ave.
CITY _____ Santa Ana
STATE & ZIP _____ CA 92705

0039204106
I.D. 718082

SUBORDINATION AGREEMENT

New Loan #: 0039004106

8007206975

APN: 350621-0020-0408

This Subordination Agreement is dated for reference 09/21/2004 and is betweenNAVY FEDERAL CREDIT UNION

whose

principal address is 820 FOLLIN LANE, VIENNA, VA 22180,

(called "Junior Lender") and

New Senior Lender's

Name: WELLS FARGO BANK, N.A.

Senior Lender's

Address: P.O. BOX 5137 DES MOINES, IA - 50306-5137

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument: 06/19/2000Borrower(s) Name(s) ("Borrowers"): BRUCE A JOHNSON AND ELLEN K JOHNSONProperty Address: 32603 S LYMAN FERRY ROAD SEDRO WOOLLEY, WA 982840000

Parcel A: TRACT 2, SP 14-79, SEC 21, TWP 35N, R 6E, W. 1/4, VOL 3, PG 99

Legal Description of real property secured by Security Instrument ("Property"): Aud. NO. 7904190033

Parcel B: Lot 8, Sect 21, TWP 35N, R 6E ST.

Recording Date 07/10/2000 County: SKAGIT Amount: \$33,000.00Recording Number: 200007100073 Book: _____ Page: _____

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

new mtg. instr # 200403230117

Senior Lender in the original principal sum of \$ 188136.00
(the "New Senior Security Instrument"). rec. 3/23/04

Date : 2/29/04

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.



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NEW SENIOR LENDER WELLS FARGO BANK, N.A.

JUNIOR LENDER : NAVY FEDERAL CREDIT UNION

BY:

Latisa M. Head

LATISA M. HEAD, VICE PRESIDENT/TRUSTEE

BY:



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STATE OF VIRGINIA

COUNTY OF FAIRFAX

On 09/28/04 before

Me, CARMELLA M. HEPHNER

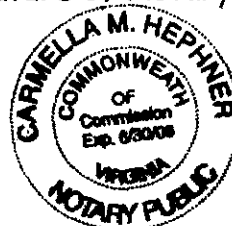
Personally Appeared LATISA M. HEAD, VICE PRESIDENT

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carmella M. Hephner
CARMELLA M. HEPHNER

Signature of Notary Public



(This area for notarial seal)

Prepared by:
Sandee Kim
LSI
2550 N. Red hill Ave.
Santa Ana, Ca 92705
(800) 756-3524 ext. 5026



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EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SKAGIT, STATE WASHINGTON:

PARCEL (A)

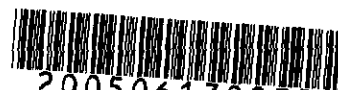
TRACT 2, SHORT PLAT 14-79, LOCATED IN SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., APPROVED APRIL 17, 1979 AND RECORDED IN VOLUME 3 OF SHORT PLATS, PAGE 99, AUDITOR'S FILE NO. 7904190033, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL (B):

THAT PORTION OF GOVERNMENT LOT 8, IF ANY, OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 8 AND THE NORTH LINE OF THE SKAGIT RIVER HIGHWAY, AS IT EXISTED ON JUNE 29, 1962; THENCE WESTERLY ALONG THE NORTH LINE OF SAID A DISTANCE OF 900 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 1100 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 900 FEET, MORE OR LESS, TO THE EAST LINE OF SAID GOVERNMENT LOT 8, OR SAID LINE EXTENDED NORTH; THENCE NORTH ALONG SAID LINE TO THE POINT OF INTERSECTION WITH A LINE RUNNING EAST FROM A POINT ON THE CENTER LINE OF SAID SECTION 21 THAT IS 2402.6 FEET NORTH OF THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE WEST ALONG SAID LINE A DISTANCE OF 900 FEET, MORE OF LESS, TO A POINT NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH TO THE TRUE POINT OF BEGINNING, EXCEPT THE WEST 100 FEET THEREOF.

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