RETURN TO: WELLS FARGO BANK N.A. ATTN: COLLATERAL CONTROL POBOX 5140 BENVERTON OR 97208-5140 200507210060 Skagit County Auditor

7/21/2005 Page

1 of

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Space above line for recording purposes: TAX ID # 4641-000-006-0005

ABBREVIATED LEGAL - TRACT 6, STERLING PLACE, VOL 16 P65 13-14

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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 15th day of July 2005, by and between Wells Fargo Bank, N.A. a national bank (herein called "Lien Holder"), and Wells Fargo Bank, N.A., a national bank (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated April 12, 2004, executed by JT P. Gorrell and Maria E. Gorrell, husband and wife (the "Debtor") which was recorded in the county of Skagit, State of WA, as 200404120152 on April 12, 2004 (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 \$222,800.00 Periodecological Andrew Andrews File No. 200507210059

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.
- 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.

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: Alvin Y. Wong

Title: Vice President, Loan Documentation

200507210060 Skagit County Auditor

7/21/2005 Page

of 411:15AM

STATE OF WASHINGTON)

) SS.

COUNTY OF SNOHOMISH)

The foregoing instrument was acknowledged before me this 15th day of July, 2005, by Alvin Y. Wong, vice president, loan documentation of Wells Fargo Bank, N.A. (bank officer name)

WITNESS my hand and official seal.

My commission expires: 12-07-08

Juli Bartman Notary Public

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200507210060 Skagit County Auditor

7/21/2005 Page

3 of

11:15AM



EXHIBIT "A"

Tract 6, STERLING PLACE, according to the plat thereof, recorded in Volume 16 of Plats, pages 13 and 14, records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -

Skagit County Auditor 7/21/2005 Page

411:15AM