

1/25/2006 Page

of 4 3:46PM

AFTER RECORDING
RETURN TO:
WELLS FAREO ESCROW
901 NE MICHWAY BLUD
OAK HARBOR WA 98077

Space above line for recording purposes.

05-00292-05

CHICAGO TITLE CO.

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 16th day of January 2006, 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 September 15th, 2004 executed by Barbara K. Straub, a single person (the "Debtor") which was recorded in the county of Skagit, State of WA, as 200410120036 on January 16th, 2006 (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 \$101,800.00, \$101,800.00, and recorded under Auditor's File No. 200601250(129), records of Skagit County, Washington.

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:

- Regardless of any priority otherwise available to Lien Holder, the lien of 1. 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 2. Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- This Agreement is made under the laws of the State of Washington. It cannot 3. 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

Skagit County Auditor 1/25/2008 Page

4 3:46PM

STATE OF WASHINGTON)

) SS.

COUNTY OF KING)

The foregoing instrument was acknowledged before me this 16th day of January, 2006, 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:

Shannon Hoffman Notary Public

Skagit County Auditor

1/25/2006 Page

4 3:46PM

EXHIBIT "A"

Lot 45, SKYLINE NO. 6, according to the plat thereof, recorded in Volume 9 of Plats, pages 64 through 67A, records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -

200601250130 Skagit County Auditor 1/25/2006 Page 4 of 4 3