

2/1/2007 Page

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3:24PM

SUBORDINATION AGREEMENT

Return to:

Wells Fargo Financial Bank, PO Box 5943, Sioux Falls, SD 57117-5943

Prepared by:

CHICAGO TITLE CO.

Wells Fargo Financial Bank, PO Box 5943, Sioux Falls, SD 57117-5943

JC41068

REFERENCES: BOOK , PAGE , DOCUMENT NO. 200606220039
DATE RECORDED: June 22, 2006, GRANTOR: R Neal Bray, Carla M Bray, Husband And Wife GRANTEE: Wells Fargo Financial Bank (f/k/a Dial Bank)
ABBREVIATED LEGAL DESCRIPTION:

LOT 14, BROADVIEW ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 22, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(Lot, block, plat, or section, township and range and reference to the page number where the full legal description is included if applicable)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 3777-000-014-0009

This agreement made this 17th day of January, 2007, between Wells Fargo Financial Washington 1, Inc., (referred to as favored creditor), and Wells Fargo Financial Bank (hereinafter referred to as subordinating creditor), witnesseth:

That in consideration of subordinating creditor entering into this subordination agreement, favored creditor agrees to lend not to exceed \$228,554.00 in accordance with that certain agreement between favored creditor and R. Neal Bray And Carla M. Bray, Husband And Wife (debtor).

In consideration of favored creditor making aforesaid loan to debtor, subordinating creditor agrees that the mortgage/deed of trust (hereafter "mortgage") executed in its favor by debtor on June 13, 2006, and recorded in the mortgage records of Skagit County, State of Washington as Document No. 200606220039, Book Page be subject, inferior, junior, secondary and subordinate to a mortgage which is executed by debtor in favor of favored creditor as security for the aforesaid loan, and that said mortgage and debt in favor of favored creditor shall have priority over said mortgage and debt in favor of subordinating creditor, with respect to the property legally described in the mortgage executed in favor of subordinating creditor described above.

<u>Provided, however</u>, that this agreement to subordinate shall <u>not</u> extend to any advances made by favored creditor after the date of the loan described above (except that this subordination agreement shall extend to any future advances made for taxes and insurance to protect favored creditor's interest), and <u>provided, however</u>, that this Agreement is based upon favored creditor's representation that subordinating creditor will not be reduced to less than a second mortgage position by virtue of executing this Agreement.

Wells Fargo Financial Bank

Subordinating Creditor

State of South Dakota

County of Minnehaha

On this the 17th day of January, 2007, before me, Angela Peterson, the undersigned officer, personally appeared Dan Hensley, who acknowledged himself/herself to be the Title Officer of Wells Fargo Financial Bank, a corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Title Officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: April 27, 2012

