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Document Title(s)
Subordination Agreement

CRS#6836038

Reference Number(s) of related document 200804280136-JUNIOR LIEN

Additional reference #'s on page
Grantor(s) (Last, first and Middle Initial)
NAVY FEDERAL CREDIT UNION
FISCHER, LINDA, C.

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)
Wells Fargo Bank, N.A.
- (Trustee)

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter)

LOTS 4 & 5, BLK 10, MUNKS, VOL 3 OF PLATS, PG 1, SKAGIT, WA

Full legal Description on Exhibit A

## Assessor's Property Tax Parcel/Account Number P58046

Additional Parcel #'s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard Recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements May cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

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### SUBORDINATION AGREEMENT

New Loan #: 0205543499

This Subordination Agreement is dated for reference 08/13/2009 and is between

NAVY 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:

3480 STATEVIEW BLVD, FORT MILL, SC 29715

(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: 4/11/2008

Borrower(s) Name(s) ("Borrowers"): LINDA FISCHER

Property Address:

1611 14TH ST, ANACORTES, WA 98221

APN: 3806-010-005-000

Legal Description of real property secured by Security Instrument ("Property"):

See Exhibit A (Attached)

Recording Date: 4/28/2008

County: SKAGIT

Amount:

\$15,000.00

Recording Number: 200804280136

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Book :

Page:

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan secured by the Property from New Senior Lender in the original principal sum of \$136,833.00

Date: 9-30-2009

(the "New Senior Security Instrument").

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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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II INIOR	I-ENIDER:

NAVY FEDERAL CREDIT UNION

BY:

NAME:

S. E. Krieger

TITLE :

Sst. Vice President / Trustee

STATE OF Virginia
COUNTY OF Fairfax
on Awayst 27, 2009 before
Me, Barbara Robinson
Personally Appeared S. E. Krieger, Assistant 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 acknowledge 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 offical seal.
Signature of Notary Public

eAREARA ROBINSON

Prepared By:
Navy Federal Creditumion
S.E. Krieger
820 Follow Lane
Vienna VA 22180

Order ID: 6836038 Loan No.: 0111758843

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lots 4 and 5, Block 10, "Munks" First Queen Anne Addition to Anacortes, as per plat recorded in Volume 3 of Plats, Page 1, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington

Assessor's Parcel Number:

3806-010-005-0004



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