

Recording Requested by: LSI
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200912080024

Skagit County Auditor

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Document Title(s)
Subordination Agreement

CRS#7350621

Reference Number(s) of related document

200601190055

200912080023

Additional reference #'s on page

Grantor(s) (Last, first and Middle Initial)

Whidbey Island bank

Nevitt, Rick L JR

Nevitt, Diane A

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

Wells Fargo Bank, NA

 - (Trustee)

Additional Grantees on page

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

E 1/2 of W 1/2 of NW 1/4, Sec 32, Twnshp 35N, Rnge 4 E WM, NE 1/4 of NW 1/4, Sec 32, Twnshp 35N, Rnge 4 E WM, Lots 10&19, Vol 1, Pg 49, Rec 7/21/88, #8807210020, Skagit County, WA

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

7350621

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.

RECORDING REQUESTED BY :

WHEN RECORDED RETURN TO :

Custom Recording Solutions

2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011

LA -7350621

SUBORDINATION AGREEMENT

New Loan #: 0086198561

This Subordination Agreement is dated for reference 10/18/2009 and is between

Whidbey Island Bank whose

principal address is 265 YORK STREET, BELLINGHAM, WA 98225

(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK N.A.

Senior Lender's

Address : 3 STEP CENTRALIZED FULFILLMENT, 1525 W WT HARRIS BLVD. BLDG: 1A2 ,
MAC: D1108-02F, CHARLOTTE, NC 28262

(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 : 1/13/2006

Borrower(s) Name(s) ("Borrowers") : RICHARD NEVITT JR and DIANE NEVITT

Property Address: 987 DANE LANE, BURLINGTON, WA 98233

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

See Exhibit A (Attached)

Recording Date : 1/19/2006

County : SKAGIT

Amount : \$32,000.00

Recording Number : 200601190055

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 Senior

Lender in the original principal sum of \$239,063.19

Date: 11/30/2009

* NOT TO EXCEED
(the "New Senior Security Instrument").

PLEASE RECORD CONCURRENTLY



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New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest 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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JUNIOR LENDER: Whidbey Island Bank

BY:

NAME:

TITLE:

JOE NIEMEN

EVP



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STATE OF

WASHINGTON

COUNTY OF

SKAGIT

On

NOVEMBER 12, 2009

before

Me,

Annamarie Orozco

Personally Appeared

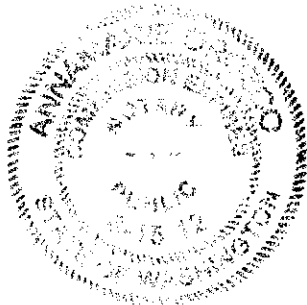
JOE NIEMER

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 official seal.


ANNAMARIE OROZCO

Signature of Notary Public



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**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Parcel "A":

That portion of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 32, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of said West 1/4 of the Northwest 1/4 which is North 2 degrees 13' 04" East, 1760.49 feet from the Southeast corner thereof;
thence North 2 degrees 13' 04" East along said East line a distance of 210.00 feet;
thence North 88 degrees 53' 56" West parallel to the South line of said Northwest 1/4, a distance of 200 feet;
thence South 210 feet to a point which is North 88 degrees 53' 56" West 200 feet from the point of beginning;
thence South 88 degrees 53' 56" East a distance of 200 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "B":

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 North, Range 4 East, W.M., and that portion of Lots 10 and 19, "Plat of the Burlington Acreage Property", as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington, more particularly described as follows:

Beginning at a point on the East line of said Northwest 1/4 of the Northwest 1/4, which is North 2 degrees 13' 04" East 1507.49 feet from the Southeast corner of the West 1/2 of the Northwest 1/4 of said Section 32, said point being the Northeast corner of a tract conveyed to Harry Andrews et ux by deed recorded December 20, 1973, under Auditor's File No. 780872;
thence North 88 degrees 53' 56" West along the North line of said Andrews tract and said line extended Westerly to the Easterly line of the Great Northern Railway Company right-of-way;
thence Northerly along said Easterly line to the Southwest corner of a tract conveyed to Larry Fladebo et ux by deed recorded May 31, 1988, under Auditor's File No. 8805310062;
thence Southerly 88 degrees 53' 56" East along said Southerly line to the East line of tract conveyed to Vern Knutzen et ux by deed recorded April 30, 1959, under Auditor's File No. 579792;
thence Southerly along said Easterly line to a point South 88 degrees 53' 56" East of the point of beginning;
thence North 88 degrees 53' 56" West to the point of beginning;
Except that portion described as follows:

Beginning at a point on the East line of said West 1/2 of the Northwest 1/4 which is North 2 degrees 13' 04" East 1760.49 feet from the Southeast corner thereof;
thence North 2 degrees 13' 04" East along said East line a distance of 210.00 feet;
thence North 88 degrees 53' 56" West parallel to the South line of said Northwest 1/4 a distance of



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200 feet;
thence South 210 feet to a point which is North 88 degrees 53' 56" West 200 feet from the point of
beginning,
thence South 88 degrees 53' 56" East a distance of 200 feet to the point of beginning.

Together with an easement for ingress, egress and utilities as described in that certain "Reciprocal
Easement Agreement with Joint Maintenance Provision", recorded July 21, 1988, under Auditor's
File No. 8807210020.

Situate in the County of Skagit, State of Washington.

Assessor's Parcel Number: 7350621



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