



201003290055

Skagit County Auditor

3/29/2010 Page

1 of

4 9:30AM

LAND TITLE OF SKAGIT COUNTY

135293-0A

**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 Subordination Agreement, made this March 8, 2010 by Wells Fargo Bank, N. A., who is the present owner and holder of the Deed of Trust first hereinafter described below as well as the promissory note secured by the same, (hereinafter referred to as the "Lender"), on one hand and Wells Fargo Bank, N. A., (hereinafter referred to as "New Lender"), on the other hand.

**WITNESSETH**

THAT WHEREAS, Thomas L. Allen And Pamela J. Allen, Husband And Wife (hereinafter referred to as "Owner") did execute a Deed of Trust, dated August 25, 2009 to Wells Fargo Financial National Bank, as Trustee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF  
APN: 4110-000-029-0006 / **P73634**

To secure a note in the sum of \$500,000.00, dated August 25, 2009, in favor of Wells Fargo Bank, N. A., which Deed of Trust was recorded September 16, 2009, as 200909160034, Official Records of Skagit County.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "New Lender's Security Instrument") and note not to exceed the sum of \$399,000.00, dated **March 23, 2010\*** in favor of Wells Fargo Bank, N. A., its successors and/or assigns, payable with interest and upon the terms and conditions described therein, which New Lender's Security Instrument is to be recorded concurrently herewith; and **\* and recorded under Auditor File No.**

**201003290054**

WHEREAS, It is a condition precedent to obtaining said loan that said New Lender's Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first mentioned. Owner has requested Lender to subordinate their lien to the lien about to be taken by the New Lender; and

WHEREAS, New Lender is willing to make said loan provided the New Lender's Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Lender will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that New Lender make such loan to Owner; Lender is willing that the New Lender's Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said New Lender's Security Instrument securing said note in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That New Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Lender declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and New Lender's Security Instrument in favor of New Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and New Lender for the disbursement of the proceeds of New Lender's loan.
- (b) New Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has New Lender represented that it will, see to the application of such proceeds by the person or persons to whom New Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) They intentionally waive, relinquish and subordinate the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the New Lender's Security Instrument in favor of New Lender above referred to and understand that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the New Lender's Security Instrument in favor of New Lender above referred to.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/their hand(s); if the undersigned is a corporation, it has caused its corporate name to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, on this, the day and year first above written.




201003290055

Skagit County Auditor

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 LAND.

Wells Fargo Bank, N. A.

BY:


  
Gabe Georgescu, Supervisor

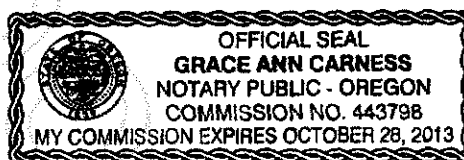
STATE OF: OREGON ) SS  
COUNTY OF: WASHINGTON )

On March 8, 2010 before me the undersigned, a Notary Public in and for said state personally appeared, Gabe Georgescu, Supervisor, 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.

NOTARY STAMP OR SEAL

  
Notary Public in and for said County and State



This instrument was prepared by:  
Gabe Georgescu  
18700 NW Walker Rd #92  
Beaverton, OR 97006

Return to: Wells Fargo Bank, N.A.  
Attn: Doc. Management MAC B6955-011  
PO Box 31557  
Billings, MT 59107-1557



201003290055  
Skagit County Auditor

3/29/2010 Page 3 of 4 9:30AM

Exhibit A

Tracts 28 and 29, "GIBRALTER ANNEX," as per plat recorded in Volume 7 of Plats, page 9, records of Skagit County, Washington.

TOGETHER WITH all that portion, if any, lying within the Reversionary Right Oyster Lands as conveyed by the State of Washington to Mary Elstereit, by deed recorded September 21, 1929, under Auditor's File No. 226978, records of Skagit County, Washington, described as follows:

Beginning at the meander corner to Sections 8 and 17, Township 34 North, Range 2 East, W.M.;  
thence North 15° East 9.697 chains;  
thence South 75° East 2.727 chains;  
thence North 63°45' East 2.977 chains;  
thence South 2°43' West 22.214 chains;  
thence South 7°19' East 17.942 chains;  
thence South 4°30' West 5.00 chains;  
thence South 17°47' West 32.75 chains;  
thence South 50°30' West 18.00 chains;  
thence North 39°30' West 4.545 chains;  
thence North 50°30' East 18 chains;  
thence North 32°30' East 4.00 chains;  
thence North 6° East 9.00 chains;  
thence North 22°30' East 17.00 chains;  
thence North 4°30' East 5.00 chains;  
thence North 15° West 17.00 chains;  
thence North 6° West 13.60 chains to the point of beginning.

EXCEPT that portion of said Lot 29, said Plat of Gibraltar Annex, described as follows:

Beginning at the Southwest corner of said Lot 29;  
thence South 67°28'00" East along the line common to said Lots 29 and 30 a distance of 248.00 feet;  
thence North 46°47'16" West, a distance of 39.88 feet;  
thence North 71°17'26" West, a distance of 218.16 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



201003290055  
Skagit County Auditor

3/29/2010 Page

4 of

4

9:30AM