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201004050154
Skagit County Auditor

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Document Title(s)
Subordination Agreement

CRS#8334881

Reference Number(s) of related document

200408100052

201004050153

Additional reference #'s on page

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

ANDERSON, ROGER

ANDERSON, CINDA

Wells Fargo Bank, N.A.

Additional grantors on page

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

WELLS FARGO BANK, N.A.

NORTHWEST TRUSTEE SERVICES, LLC - (Trustee)

Additional Grantees on page

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

WEST HALF OF LOT 5 AND ALL OF LOTS 6 AND 7, BLK 1 OF NORTHERN
PACIFIC ADDITION TO ANACORTES, VOL 2, PG 9, SKAGIT COUNTY, WA.

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

3809-001-007-0008

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

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 2, 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, Roger Anderson And Cinda Anderson, Husband And Wife (hereinafter referred to as "Owner") did execute a Deed of Trust, dated July 16, 2004 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: P58136

To secure a note in the sum of \$49,900.00, dated July 16, 2004, in favor of Wells Fargo Bank, N. A., which Deed of Trust was recorded August 10, 2004, as DOC. NO.: 200408100052, 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 \$320,647.00, dated March 31, 2009, 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

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



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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



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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 2, 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

Lisa Stanfield

This instrument was prepared by: Wells Fargo Bank, N.A.
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**



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**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Parcel A:

The West Half of Lot 5 and all of Lots 6 and 7, Block 1 of Northern Pacific Addition to Anacortes, as per Plat recorded in Volume 2 of Plats, Page 9, Records of Skagit County, Washington.

Parcel B:

That portion of the Burlington Northern Railroad right-of-way designated as Northern Pacific Railroad on the Plat Map of "Northern Pacific Addition to Anacortes", as per Plat recorded in Volume 2 of Plats, Page 9, Records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of Block 1 of said Plat;

Thence North 21 degrees 36' 44" West along the Westerly line of said Block 1, a distance of 163.00 feet to the Northwest corner of said Block 1;

Thence North 71 degrees 49' 17" East along the Northerly line of said Block 1, a distance of 150.27 feet to the true point of beginning;

Thence North 21 degrees 36' 44" West, a distance of 142.71 feet;

Thence North 71 degrees 17' 58" East, a distance of 18.72 feet;

Thence North 63 degrees 12' 42" East, a distance of 56.53 feet;

Thence South 21 degrees 36' 44" East, a distance of 151.36 feet to a point on the Northerly line of said Block 1;

Thence South 71 degrees 49' 17" West along the Northerly line of said Block 1, a distance of 75.14 feet to the true point of beginning.

Also that portion of the following described Tract "RR" which lies between the Northwesterly extensions of the Southwesterly and Northeasterly lines of that certain tract of land conveyed to John N. Planich, et ux, by that certain Quit Claim Deed recorded July 6, 1988 as Auditor's File No. 8807060065, Records of Skagit County, Washington.

Tract "RR":

Tracts 1 and 2, Plate 7 Anacortes Tidelands in Section 14, Township 35 North, Range 1 East of the Willamette Meridian, and all that part of Tract 1, Plate 7 in Section 23, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:



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Commencing at the initial point of said Tract 1 of Section 23;

Thence West 305 feet;

Thence South 70 degrees 44' West 855 feet;

Thence South 23 degrees East 112 feet;

Thence North 69 degrees 10' East 136 feet;

Thence North 70 degrees 53' East 533.5 feet;

Thence North 73 degrees 12' East 444 feet;

Thence North 17 degrees 45' East 32 feet to beginning.

Except and excluding from said Tracts 1 and 2, Plate 7, said Section 14, and said described portion of Tract 1, Plate 7, Section 23, and all that part thereof heretofore conveyed to the former Great Northern Railway Company, now Burlington Northern Railroad Company, and described as follows:

Commencing at the initial point of Tract 1, Plate 7, said Section 23;

Thence South 17 degrees 45' West, 32 feet;

Thence South 73 degrees 12' West 444 feet;

Thence South 70 degrees 53' West, 533 5/10 feet;

Thence South 69 degrees 10' West 136 feet;

Thence North 22 degrees, no minutes West, 40 feet;

Thence Easterly in a direct line a distance of 970 feet to a point in Tract 1, Plate 7, Section 23, which point is 40 feet Northwesterly measured at right angles to the Second course herein described;

Thence Northeasterly in a direct line a distance of 200 feet, more or less, to a point which bears North 17 degrees 45' East, 66 feet from the initial point of Lot One, Tract 1, Section 23;

Thence South 17 degrees 45' West, 66 feet to the place of beginning. Skagit County, Washington

Apn 3809-001-007-0008, P58136 350123-0-002-1007 and 350114-0-005-0200

Assessor's Parcel Number: 3809-001-007-0008



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