

4/16/2010 Page

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| Document Title: Subordination Agreement |
|---|
| Reference Number: 8239471 200809230051 and 201004160042 |
| Grantor(s): 1. McCoy, Dana L. [] additional grantor names on page |
| 2. Mc Coy, Anita L. |
| 3. NORTH COAST CREDIT UNION Grantee(s): [] additional grantee names on page |
| 1. Wells Fargo Bank, NA |
| 2. |
| Abbreviated legal description: [] full legal on page(s) 6. |
| Abbreviated legal description: [] full legal on page(s) 6. Lot 49 of Survey Rec December 23, 1996 in Vol. 19 of Surveys, Page 31-35, Under Auditor's file No. 9612230056, Skagit County, WA |
| Assessor Parcel / Tax ID Number: [] additional tax parcel number(s) on page |
| 3772-225-011-0000 |
| I, <u>Pener Monray</u> , am hereby requesting an emergency non- |
| standard recording for an additional fee 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 fee is \$62.00 for the first page, \$1.00 per page |
| thereafter per document. In addition to the standard fee, an emergency recording fee of |
| \$50.00 is assessed. This statement is to become part of the recorded document. |
| |
| Signed Dated 4-14-10 |
| |

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Custom Recording Solutions

2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011

SUBORDINATION AGREEMENT

New Loan #: 0069278356

This Subordination Agreement is dated for reference 02/22/2010 and is between

NORTH COAST CREDIT UNION whose

principal address is 1100 DUPONT PLAZA, 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: 9/16/2008

Borrower(s) Name(s) ("Borrowers"): Dana L. McCoy and Anita L. McCoy

2402 25TH ST, ANACORTES, WA 98221 Property Address:

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

See Exhibit A (Attached)

Recording Date: 9/23/2008

County: SKAGIT

\$40,000.00 Amount:

Recording Number: 200809230051

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 orginal principal sum of \$224,639.00

Date: March 31, 2010

(the "New Senior Security Instrument"). 1/2

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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NORTH COAST CREDIT UNION

BY:

Laved B Statt

NAME:

DAVID B. TROTT

TITLE:



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Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) 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

Prepared By: Sander Kindle WASHINGTON WASHINGTON SOLUTIONS
2550 N. 12edhill Are.
5 and Ang. Co. 92705

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Order ID: 8239471

Loan No.: 0121645303

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 49 of Survey recorded December 23, 1996, in Volume 19 of Surveys, Pages 31 through 35, under Auditor's File No. 9612230056. Records of Skagit County, Washington; being a portion of "Map of the City of Anacortes, Skagit County, Washington." as per Plat recorded in Volume 2 of Plats, Page 4, Records of Skagit County, Washington.

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

Assessor's Parcel Number:

3772-225-011-0000



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