

5/4/2010 Page

1 of

5 9:35AM

Return Address: US Recordings, Inc. 2925 Country Drive St. Paul, MN 55117

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)		
Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)  SUBORDINATION AGREEMENT  Record 200  76356266		
Reference Number(s) of related Documents:  Loan recorded in Document # 200602240065		
Additional reference #'s on page of document 201005040038		
Grantor(s) (Last name, first name, initials)		
James C. Harvey and Sonia M. Harvey Borrowers		
WELLS FARGO BANK, N.A Subordinator		
Additional names on page of document.		
Grantee(s) (Last name first, then first name and initials)		
Quicken Loans, Inc.		
Additional names on page of document.		
Trustee		
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) LOT 27, "PLAT OF STERLING VIEW DIV. NO. 1", VOL 14, PGS 182 & 183, IN		
SKAGIT CO., WA		
Additional legal is on page 5 of document		
Assessor's Property Tax Parcel/Account Number		
assigned P100557		
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.  USR / 76356266		

This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056

[Space Above This Line for Recording Data]

Reference: 7040643654

Account: XXX-XXX-XXX2852-1998

OF 55123955

SUBORDINATION AGREEMENT SHORT FORM DEED OF TRUST

Effective Date: 4

4/7/2010

Owner(s):

JAMES C. HARVEY

SONIA M. HARVEY

Current Lien Amount: \$75,000.00.

Senior Lender: Mortgage Electronic Registration Systems Inc., As Nominee For Quicken Loans, Inc.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A. this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Trustee:

WELLS FARGO FINANCIAL NATIONAL BANK

Property Address: 20780 TRAVIS LN, BURLINGTON, WA 98233

SUBORDINATION ONLY\_WA V1.0 0000000000014729



5/4/2010 Page

2 of

5 9:35AM

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

JAMES C. HARVEY AND SONIA M. HARVEY, HUSBAND AND WIFE (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Short Form Deed Of Trust given by the Borrower, covering that real property, more particularly described as follows:

#### See Exhibit A

which document is dated the 31st day of January, 2006, which was filed in Document ID# 200602240065 at page NA (or as No. NA) of the Official Records in the Office of the Auditor of the County of Skagit, State of Washington (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to JAMES HARVEY and SONIA HARVEY (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$275,750.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

## B. Appointment of Substitute Trustee If Applicable

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

### C. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

SUBORDINATION ONLY\_WA V1.0 0000000000014729

2 0 1 0 0 5 0 4 0 0 2 9 Skagit County Auditor

e 3 <del>of 4</del>

5/4/2010 Page

3 of

5 9:35AM

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

# D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING DENDER:	
Wells Fargo Bank, NA.	
By Ock	<u>4/7/2010</u>
(Signature)	Date
Barbara Edwards	
(Printed Name)	
Work Director	
(Title)	
DOD NOT DIS COLON OF LOND DE DODON MEL	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF <u>OREGON</u> )	
) SS.	
COUNTY OF WASHINGTON)	
The foregoing Subordination Agreement was acknowledged before me, a notary public	or other official qualified to
administer oaths this \(\frac{1}{2}\) day of \(\frac{April}{2010}\), by Barbara Edwards, as \(\frac{1}{2}\)	
Subordinating Lender named above, on behalf of said Subordinating Lender pursuant t	
Board of Directors. S/he is personally known to me or has produced satisfactory proof	of his/her identity.
(Notary Public)	OFFICIAL SEAL
	LYNNA M.L. CHULKER NOTARY PUBLIC - OREGON
My Commission Expires:	COMMISSION NO. 435213 MMISSION EXPIRES DECEMBER 22, 2012(9)
My Commission Expires: 12/22/2012  Lynna M.L. Crocker	WWWD29TOM EVENTER DESCRIPTION

SUBORDINATION ONLY\_WA V1.0 0000000000014729

201005040029 Skagit County Auditor

5/4/2010 Page

4 of

5 9:35AM

Page 4 of 4



**Title No TI-55123955** 

#### LEGAL DESCRIPTION

### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Skagit, STATE OF Washington, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 27, "PLAT OF STERLING VIEW DIV. NO. I", AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 182 AND 183, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel ID: P100557

Commonly known as 20780 Travis Ln, Burlington, WA 98233 However, by showing this address no additional coverage is provided

\*U01258941\*

1632 4/28/2010 76356266/2

5

201005040029 Skagit County Auditor 5/4/2010 Page 5 of 5

of 5 9:35AM