

**Return Address:**

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



201005190041

Skagit County Auditor

5/19/2010 Page

1 of

5 9:34AM

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**

**Reference Number(s) of related Documents:**

Doc # 200806300245  
Additional reference #'s on page 201005190040 of document

*Recorded***Grantor(s)** (Last name, first name, initials)

WELLS FARGO BANK, NA  
CLAUS, JON S & CLAUS, DEBORAH A

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

AMERISAVE MORTGAGE CORPORATION

Additional names on page \_\_\_\_\_ of document.

**Trustee** N/A

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

PARCEL A: LOT 43, DECEPTION PASS WATERFRONT TRACTS  
PARCEL B: PORTION OF LOTS 43-44 OF DECEPTION PASS WATERFRONT TRACTS

Additional legal is on page 5 of document

**Assessor's Property Tax Parcel/Account Number**  
assigned P64896, P64897, P64898 & P64890

☐ Assessor Tax # not yet

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 / 76381514

**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: 239358122206510

Account: XXX-XXX-XXX8397-1998

**SUBORDINATION AGREEMENT  
SHORT FORM OPEN-END DEED OF TRUST**

Effective Date: 3/26/2010

Owner(s): DEBORAH A. CLAUS  
JON S. CLAUS

Current Lien Amount: \$98,500.00.

Senior Lender: Amerisave Mortgage Corporation

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: 15697 YOKEKO DRIVE, ANACORTES, WA 98221-0000



201005190041  
Skagit County Auditor

5/19/2010 Page 2 of 5 9:34AM

**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.

JON S CLAUS AND DEBORAH A CLAUS, 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 Open-End Deed of Trust given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 16th day of June, 2008, which was filed in Document ID# 200806300245 at page N/a (or as No. N/a) 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 JON CLAUS and DEBARAH CLAUS (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 \$417,000.00 (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  
000000000009487

Page 3 of 4



201005190041  
Skagit County Auditor

**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 LENDER:**

Wells Fargo Bank, N.A.

By [Signature] 3/26/2010  
(Signature) Date

Barbara Edwards

(Printed Name)

Work Director

(Title)

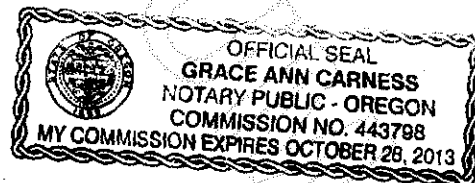
**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF OREGON )  
 ) ss.  
COUNTY OF WASHINGTON )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of MAR, 2010, by Barbara Edwards, as Work Director of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

[Signature] (Notary Public)

My Commission Expires: 10/28/2013



## 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: PARCEL A: PART OF LOT 43, DECEPTION PASS WATERFRONT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTH OF A LINE RUNNING FROM THE MOST NORTHERLY CORNER OF LOT 42 SAID DECEPTION PASS WATERFRONT TRACTS, EASTERLY TO THE MOST EASTERLY CORNER OF LOT 43 SAID DECEPTION PASS WATERFRONT TRACTS; ALSO, LOTS 41 AND 42, DECEPTION PASS WATERFRONT TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO, TIDELANDS OF THE SECOND CLASS EXTENDING TO THE LINE OF EXTREME LOW TIDE AND SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING ON THE ABOVE DESCRIBED PREMISES. SITUATED IN SKAGIT COUNTY, WASHINGTON PARCEL B: A PORTION OF LOTS 43 AND 44 OF DECEPTION PASS WATERFRONT TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 43; THENCE NORTHERLY FOLLOWING THE EASTERLY LINE OF AN UNNAMED 40 FOOT STREET IN SAID PLAT 23.37 FEET; THENCE 74 DEGREES 28 MINUTES EAST, 352.06 FEET TO THE EASTERLY LINE OF SAID LOT 44; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 44 TO THE MOST EASTERLY CORNER OF SAID LOT 43; THENCE NORTH 62 DEGREES 09 MINUTES 20 SECONDS WEST 349.92 FEET TO THE POINT OF BEGINNING; TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS IN FRONT OF THE ABOVE DESCRIBED TRACT AND INTERVENING UPLANDS, IF ANY; EXCEPTING ANY PORTION CONVEYED TO SKAGIT COUNTY FOR YOKEKO DRIVE. SITUATED IN SKAGIT COUNTY, WASHINGTON.



\*U01281620\*

7410 5/12/2010 76381514/2

Property Commonly Known As: **15697 Yokeko Anacortes, WA 98221**

Parcel ID: P64896, P64897, P64898 AND P64890

*Page 5*



201005190041

Skagit County Auditor

5/19/2010 Page

5 of

5 9:34AM