



201007060186

Skagit County Auditor

7/6/2010 Page

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6:11:52AM

Recording Requested by: LSI
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Custom Recording Solutions
2550 N Redhill Ave
Santa Ana, Ca 92705

Document Title(s)
Subordination Agreement

CRS#8775317

Reference Number(s) of related document
200512050023

201007060186

Additional reference #'s on page

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

Wells Fargo Bank, N A
Chichester, Robert E
Chichester, Janet M
Additional grantors on page

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

Wells Fargo Bank, N A
Wells Fargo Financial National Bank - (Trustee)
Additional Grantees on page

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

Lot 1, Northerly 1/2 of Lot 2, Easterly line of Said Lot 2, Blk 6, Plan of Avon, Volume 1
of Plats, Page 2, Skagit, WA
Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

4044-006-002-0005

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Return Address:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

Document Title(s) (or transactions contained therein):

1. **SUBORDINATION AGREEMENT**

Grantor(s) Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104

Grantee(s) Wells Fargo Bank, N.A.

1.

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

Additional legal description is on page See Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: P70433

Reference Number(s) of Documents assigned or released: 9022955300

Additional references Document ID# 200512050023 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.

Note: The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

SUBORDINATION ONLY_WA V1.0
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This Instrument Prepared by: BARBARA EDWARDS
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: 9022955300

Account: XXX-XXX-XXX3474-1998

SUBORDINATION AGREEMENT
SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 5/11/2010

Owner(s): JANET M. CHICHESTER
ROBERT E. CHICHESTER

Current Lien Amount: \$25,000.00.

Senior Lender: Wells Fargo Bank, N.A.

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: 17157 BENNETT RD, MOUNT VERNON, WA 98273

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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.

ROBERT E. CHICHESTER AND JANET M. CHICHESTER, 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 (With Future Advance Clause) given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

REC DATE 12-05-2005

which document is dated the 10th day of November, 2005, which was filed in Document ID# 200512050023 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 JANET M. CHICHESTER and ROBERT E. CHICHESTER (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 \$99,332.00 (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.

+ PLEASE RECORD INSTRUMENT WITH DEED OF TRUST

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.



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)

5/11/2010

Date

Barbara Edwards

(Printed Name)

Work Director

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF OREGON)

) ss.

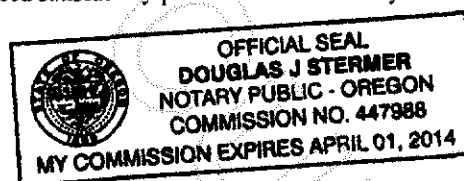
COUNTY OF WASHINGTON)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 11th day of May, 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.

My Commission Expires:

4/1/2014
DOUGLAS J STERMER

(Notary Public)



PREPARED BY:

BARBARA EDWARDS
WELLS FARGO BANK N.A.
18700 NW WALKER RD #92
BEAVERTON, OR 97006

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Skagit County Auditor

Order ID: 8775317
Loan No.: 0303268098

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

All of Lot 1 and the Northerly 1/2 of Lot 2, as measured along the Easterly line of said Lot 2, Block 6, "Plan of Avon", as per Plat recorded in Volume 1 of Plats, Page 2, Records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Assessor's Parcel Number: 4044-006-002-0005



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