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

201010060047 Skagit County Auditor 10/6/2010 Page 1 of 511:39AM

Document Title(s)
Subordination Agreement

CRS#9672834

Reference Number(s) of related document

201004080025

Additional reference #'s on page

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

Shields, Kenneth J. Shields, Donna J.

Wells Fargo Bank NA Additional grantors on page

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

Wells Fargo Bank, N.A.

- (Trustee)

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter) Lt 25, Rolling Ridge Estates No. 4, rec in vol 15 of plats, pg 67 rec of Skagit county washington

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

4596-000-025-0004

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

This Instrument Prepared by: Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149

[Space Above This Line for Recording Data]

Reference: 47807420741416

Account: XXX-XXX-XXX5962-1998

SUBORDINATION AGREEMENT SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 8/30/2010

1-800-945-3056

Owner(s):

DONNA J SHIELDS KENNETH J SHIELDS

Current Lien Amount: \$100,000.00.

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: 21323 CLARA PL, SEDRO WOOLLEY, WA 98284-0000

SUBORDINATION ONLY WA V1.0 0000000000091685

Page 2 of 4

Skagit County Auditor

10/6/2010 Page

5 11:39AM

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.

KENNETH J. SHIELDS AND DONNA J. SHIELDS, 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 Owner, covering that real property, more particularly described as follows:

> See Exhibit A Rec Dates 4/8/10

which document is dated the 19th day of March, 2010, which was filed in Document ID# 201004080025 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 DONNA J SHIELDS and KENNETH J SHIELDS (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 \$155,945.00 (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 0000000000091685

Page 3 of 4



Skagit County Auditor

10/6/2010 Page

3 of

5 11:39AM

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. | |
| Ву 100 | <u>8/30/2010</u> |
| (Signature) | Date |
| Barbara Edwards | |
| (Printed Name) | |
| Work Director | |
| (Title) | Prepared By: Barbara Edwards wells Forgo 18700 1880 NW walter RD# 92 18700 1880 NW walter RD# 92 18700 1880 NW walter RD# 92 |
| | Barbara Edwards |
| FOR NOTARIZATION OF LENDER PERSONNEL | wells Forgo |
| | 18700 BEN NILL WORLTE |
| STATE OF Oregon | Banverton, 0897004 |
|)ss. COUNTY OF Washington) | |
| | - //)) <u>.</u> |
| The foregoing Subordination Agreement was acknowledged by | No. Section of the Control of the Co |
| administer oaths this Oday of Old Old Subordinating Lender named above, on behalf of said Subord | |
| Board of Directors. S/he is personally known to me or has pro | |
| (2) () = 1 | (CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC |
| Telleccolles (Notary Public) | OFFICIAL SEAL REBECCA A. DREY |
| Rebecca ADY en | NOTARY PUBLIC-OREGON (|
| Medetta Holey | COMMISSION NO. 445259 () MY COMMISSION EXPIRES JANUARY 02, 2014 () |
| | |
| | |

SUBORDINATION ONLY_WA V1.0 0000000000091685

201010060047 Skagit County Auditor

10/6/2010 Page

4 of

511:39AM

Page 4 of 4

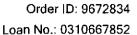


EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 25, Rolling Ridge Estates No. 4, according to the plat thereof recorded in Volume 15 of Plats, page 67, Records of Skagit County, Washington.

Situated in Skagit County, Washington.

Assessor's Parcel Number:

4596-000-025-0004



10/6/2010 Page

5 of

5 11:39AM