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201012030141
Skagit County Auditor

12/3/2010 Page 1 of 5 12:40PM

Document Title(s)
Subordination Agreement

CRS# 9922324

Reference Number(s) of related document(s)

200904030090

201012030140

Additional Reference Numbers on page _____

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

Flowers, John P.

Flowers, Marsha E.

Wells Fargo Bank NA

Additional Grantors on page _____

Grantee(s)

WELLS FARGO BANK N.A.

- (Trustee)

Additional Grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twnshp, rng qrtr)

That portion of the E 440 ft of the W 880 ft of government lot 3, sec 7, tws 34 N, rge 2 E

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

340207-0-004-0106

Additional Parcel Numbers 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 non-standard 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
1-800-945-3056

[Space Above This Line for Recording Data]

Reference: 389181151936316

Account: XXX-XXX-XXX2796-1998

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

Effective Date: 11/5/2010

Owner(s): MARSHA E FLOWERS
JOHN P FLOWERS

Current Lien Amount: \$105,000.00.

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: 6080 CAMPBELL LAKE ROAD, ANACORTES, WA 98221-0000

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.

JOHN P. FLOWERS AND MARSHA E. FLOWERS, 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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

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which document is dated the 25th day of March, 2009, which was filed in Document ID# 200904030090 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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to MARSHA E FLOWERS and JOHN P FLOWERS (individually and collectively "Borrower") by the Subordinating Lender. *Recording date: 4/3/09*

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$409,681.00 (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.

To be record concurrently w/ doc

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.

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SUBORDINATING LENDER:
Wells Fargo Bank, N.A.

By *Gabe Georgescu* 11/5/2010
(Signature) Date

Gabe Georgescu
(Printed Name)

Supervisor
(Title)

Prepared By:
Gabe Georgescu
18700 NW Walker RD #92
Beaverton, OR 97006
800-945-7056

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon, }
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 5 day of Nov, 2010, by Gabe Georgescu, as Supervisor of Wells Fargo Bank, N.A., the Subordinating Lender, 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.

Laura Puanani Dunn (Notary Public)

Laura Puanani Dunn



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**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the East 440 feet of the West 880 feet of Government Lot 3, Section 7, Township 34 North, Range 2 East, W.M., lying South of the South line of the County Road as Deeded to Skagit County, by Deed dated May 24, 1954, and recorded on July 7, 1954, under Auditor's File No. 503647, together with Shorelands of the Second Class as conveyed by the State of Washington, situate in front of, adjacent to and abutting upon said tract, except mineral rights reserved by the State of Washington in Deed dated October 13, 1909, and recorded November 1, 1909, under Auditor's File No. 76141.

Except that portion of the East 150.00 feet of the West 880.00 feet of Government Lot 3, Section 7, Township 34 North, Range 2 East, W.M., lying South of the South line of County Road, together with shorelands of the Second Class as conveyed by the State of Washington, situated in front of, adjacent to and abutting upon said Tract.

Assessor's Parcel Number: 340207-0-004-0106



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