

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING



201012170130

Skagit County Auditor

12/17/2010 Page 1 of 7 3:33PM

Return Address:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-90900

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

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

Grantor(s)

Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104

GUARDIAN NORTHWEST TITLE CO.

100746-2

KIMSLEY H KELLEY
KERRY D KELLEY

DT# 200810010045

Grantee(s)

Wells Fargo Bank, N.A.

DT# 201012170129

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

Lot 19, "ANDERSON-HILDE PLAT" as per plat
recorded in Volume 11 of Plats, Page 50,
records of Skagit County, Washington

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

Assessor's Property Tax Parcel or Account Number: P79662

Reference Number(s) of Documents assigned or released: 200093001951263

Additional references Document ID# 200810010045 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.

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.

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: 200093001951263

Account Number: XXX-XXX-XXX8396-1998

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

Effective Date: 12/2/2010

Owner(s): KIMSLEY H KELLEY
KERRY D KELLEY

Current Line of Credit Recorded Commitment \$50,000.00 being reduced to \$34,000.00.

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: 817 DANA DR, SEDRO WOOLLEY, WA 98284-0000

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.

KERRY D. KELLEY AND KIMSLEY H. KELLEY, WHO ACQUIRED TITLE AS KIMSLEY KELLEY, HUSBAND/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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201012170130
Skagit County Auditor

12/17/2010 Page 2 of 7 3:33PM

which document is dated the 11th day of September, 2008, which was filed in Document ID# 200810010045 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 KIMSLEY H KELLEY, KERRY D KELLEY (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 \$150,000.00 (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. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$50,000.00 to \$34,000.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$50,000.00 to \$34,000.00.

C. 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.

D. 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.

SUBMOD_WA 10-22-10
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Page 3 of 6



201012170130
Skagit County Auditor

12/17/2010 Page

3 of

7 3:33PM

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

E. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, 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]
(Signature)

12/2/2010
Date

Barbara Edwards
(Printed Name)

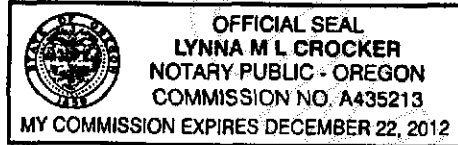
Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon, }
COUNTY OF Washington }

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 2 day of Dec, 2010, by Barbara Edwards, as Work Director 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.

[Signature] (Notary Public)



SUBMOD_WA 10-22-10
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201012170130
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BORROWER/OWNER:

(Signature) _____ (Date) _____
KIMSLEY H KELLEY *Kimsley H Kelley* 12-13-10
(Printed Name) _____

Kerry D Kelley _____ 12/13/10
(Signature) _____ (Date) _____
KERRY D KELLEY _____
(Printed Name) _____

(Signature) _____ (Date) _____

(Printed Name) _____

(Signature) _____ (Date) _____

(Printed Name) _____

(Signature) _____ (Date) _____

(Printed Name) _____

(Signature) _____ (Date) _____

(Printed Name) _____

(Signature) _____ (Date) _____

(Printed Name) _____

(Signature) _____ (Date) _____

(Printed Name) _____

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For An Individual Acting In His/Her Own Right:

State of Skagit Washington

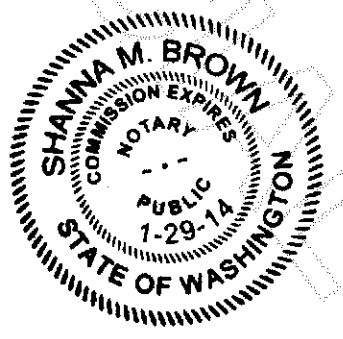
County of Skagit

On this day personally appeared before me Kimsley H. Kelley and Kerry D. Kelley (here insert the name of grantor or

grantors) to me known to be the individual, or individuals described in and who executed he within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 13th day of December, 2010.

Witness my hand and notarial seal on this the 10th day of December, 2010.

[NOTARIAL SEAL]



[Signature]
Signature

Shanna m. Brown
Print Name: _____
Notary Public

My commission Expires: 1/29/14



Schedule "C"
Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 19, "ANDERSON-HILDE PLAT", as per plat recorded in Volume 11 of Plats, Page 50, records of Skagit County, Washington.



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