



201101050046
Skagit County Auditor

1/5/2011 Page 1 of 5 11:13AM

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

Document Title(s)
Subordination Agreement

CRS#10164041

Reference Number(s) of related document

200803030119 - Junior lien

201101050045

Additional reference #'s on page

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

Yarusso, Nathan

Yarusso, Sarah

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)

Lot 6 of Anacortes Short Plat No. 98-004 (Rock Rdg Phase II) as approved 5/18/1999 &
rec. 5/24/199 in Vol.14 of Short Plats, Pgs 30 & 31, AFN 9905240012, Skagit Co., WA.
Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

3834-010-007-0600

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
1-800-945-3056

Barbara Edwards

[Space Above This Line for Recording Data]

Reference: 9013317211

Account: XXX-XXX-XXX1267-1998

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

Effective Date: 10/15/2010

Owner(s): SARAH S YARUSSO
NATHAN J YARUSSO

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: 3805 W 12TH ST, ANACORTES, WA 98221-0000

SUBORDINATION ONLY_WA V1.0
0000000000133870

Page 2 of 4



201101050046
Skagit County Auditor

1/5/2011 Page

2 of

5 11:13AM

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.

NATHAN J. YARUSSO AND SARAH S. YARUSSO, 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 Owner, covering that real property, more particularly described as follows:

See Exhibit A

Recorded: 3/3/08
which document is dated the 21st day of February, 2008, which was filed in Document ID# 200803030119 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 SARAH S YARUSSO and NATHAN J YARUSSO (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 \$401,855.00 (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 Recorded concurrently with Deed of Trust. Dated: 12/31/10
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
0000000000133870

Page 3 of 4



201101050046

Skagit County Auditor

1/5/2011 Page

3 of

5 11:13AM

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] 10/15/2010
(Signature) Date

Barbara Edwards

(Printed Name)

Work Director

(Title)

*Prepared by: Barbara Edwards
Wells Fargo
18700 NW Walker Rd #92
Beaverton OR, 97006*

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 15 day of Oct, 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.

Rebecca A. Drey (Notary Public)

Rebecca A. Drey

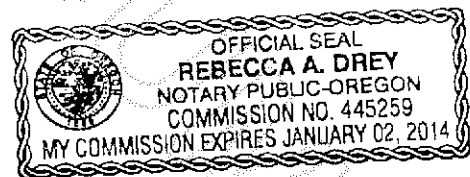


EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 6 of Anacortes Short Plat No. 98-004 (entitled Rock Ridge Phase II), as approved May 18, 1999 and recorded May 24, 1999 in Volume 14 of Short Plats, Pages 30 and 31, under Auditor's File No. 9905240012, Records of Skagit County, Washington;

Being a portion of Block 1324, "Northern Pacific Addition to Anacortes", according to the Plat thereof recorded in Volume 2 of Plats, Pages 9 through 11 and Blocks 10 and 11, "Plat of Tuttle and Buckley's Plat of Anacortes", according to the Plat thereof recorded in Volume 2 of Plats, Page 23, Records of Skagit County, Washington.

Together with vacated streets.

Assessor's Parcel Number: 3834-010-007-0600



201101050046
Skagit County Auditor