



201101050048

Skagit County Auditor

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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#** 9907975

**Reference Number(s) of related document(s)**  
200407300152

201101050047

Additional Reference Numbers on page \_\_\_\_\_

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

WELLS FARGO BANK NA

TINKER, CAROL

HEIDAL, CAROL M , HEIDAL DANA P

Additional Grantors on page \_\_\_\_\_

**Grantee(s)**

WELLS FARGO BANK NA

- (Trustee)

Additional Grantees on page \_\_\_\_\_

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

LOT 52, SAUL MOUNTAIN VIEW ESTATES NORTH, PHASE I, WILDFLOWER,

AUDITOR'S FILE NO 200305090001, SKAGIT, WA

Full legal Description on Exhibit A

**Assessor's Property Tax Parcel/Account Number**

4813-000-052-0000

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

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[Space Above This Line for Recording Data]

Reference: 428211321536

Account: XXX-XXX-XXX2796-1998

**SUBORDINATION AGREEMENT  
DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 9/20/2010

Owner(s): DANA P HEIDAL  
CAROL M HEIDAL

Current Lien Amount: \$20,985.00.

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: CHICAGO TITLE INSURANCE COMPANY

Property Address: 1502 WILDFLOWER WAY, SEDRO WOOLLEY, WA 98284

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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.

DANA P. HEIDAL, AND CAROL M. HEIDAL, 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 Deed Of Trust (With Future Advance Clause) given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

REC DATE 07-30-2004

which document is dated the 27th day of July, 2004, which was filed in Document ID# 200407300152 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 DANA P HEIDAL and CAROL M HEIDAL (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 \$100,197.00 (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 RECORDED CONCURRENTLY WITH DEED OF TRUST, DATED 12-31-2000  
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 CHICAGO TITLE INSURANCE COMPANY, 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 CHICAGO TITLE INSURANCE COMPANY as Trustee and designates and appoints WELLS FARGO FINANCIAL NATIONAL BANK 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.

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**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

BEJ  
(Signature)

9/20/2010

Date

Barbara Edwards

(Printed Name)

Work Director

(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )

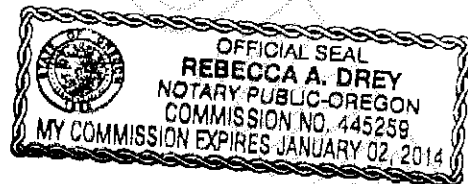
)ss.

COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 20 day of Sept, 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  
REBECCA A DREY

(Notary Public)



Order ID: 9907975

Loan No.: 0317126563

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Lot 52, Sauk Mountain View Estates North, Phase I, Wildflower, according to the Plat thereof, as recorded May 9, 2003, under Auditor's File No. 200305090001, Records of Skagit County, Washington.

Assessor's Parcel Number: 4813-000-052-0000



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