

When recorded return to:



201101180128
Skagit County Auditor

1/18/2011 Page 1 of 2 3:38PM

File for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 05-00259-10

Grantor: Skagit State Bank
Grantee: Wells Fargo Bank, NA

LAND TITLE OF SKAGIT COUNTY

138236-5

Subordination Agreement

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

- Skagit State Bank**
referred to herein as "subordinator", is the owner and holder of a mortgage dated September 23, 2008 which is recorded in _____ of Mortgages, page _____ under auditor's file 200809290064, records of Skagit County.
Wells Fargo Bank, NA
- referred to herein as "lender", is the owner and holder of a mortgage dated 1-7-2011 executed January 11, 2011 (which is recorded in volume _____ of Mortgages, _____, auditor's file 201101180127 records Skagit County) (which is to be recorded concurrently herewith).
- Harold L Hoff and Connie E Hoff, also known as Constance E Hoff**
referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
- "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
- It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
- The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

NOTICE: THIS SUBORDINATION CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: December 8, 2010

Lori Miller, AVP
Skagit State Bank

STATE OF Washington }
County of } SS:

I certify that I know or have satisfactory evidence that Lori Miller

is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument on oath and stated that he/she/they is/are authorized to execute the instrument and acknowledge it as the AVP of Skagit State Bank

as the free and voluntary act of such party for the uses and purposes mentioned in this instrument.
Dated: 12/15/10

Sherry Peach
Notary Public in and for the State of Washington
Residing at Burlington
My appointment expires: 6-1-11



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Skagit County Auditor