

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING F



201105100057
Skagit County Auditor

5/10/2011 Page 1 of 5 3:51PM

Return Address:

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

LAND TITLE OF SKAGIT COUNTY

139057-014

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

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

0500031-11

Grantor(s)

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

MARK E EATON
SANDRA M EATON

Grantee(s)

Wells Fargo Bank, N.A.

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

13003 S WILDWOOD LN, ANACORTES, WA 98221

PTN Gov. Lot 2, 11-34-1 - E. W. M.

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

Assessor's Property Tax Parcel or Account Number: P19120

Reference Number(s) of Documents assigned or released: 7040577456 / 201105100056

Additional references Document ID# 200612280039 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.

SUBORDINATION ONLY_WA
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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: 7040577456

Account: XXX-XXX-XXX6405-1998

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

Effective Date: 4/4/2011

Owner(s): MARK E EATON
SANDRA M EATON

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: 13003 S WILDWOOD LN, ANACORTES, WA 98221

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.

MARK E. EATON AND SANDRA M. EATON, 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) (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 8th day of December, 2006, which was filed in Document ID# 200612280039 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 MARK E EATON and SANDRA MEATON (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 \$264,250.00 (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.

Deed of Trust Dated May 2, 2011 and recorded under AF# 201105100056
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 [Signature]
(Signature)

4/4/2011
Date

Barbara Edwards
(Printed Name)

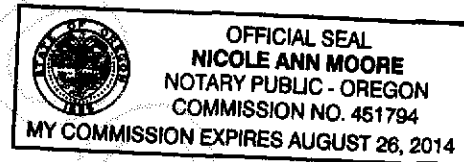
Work Director
(Title)

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 4 day of April, 2011, 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)



Schedule "A-1"

139057-OA

DESCRIPTION:

That portion of Government Lot 2, Section 11, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Northeast corner of the West 18 acres of said Government Lot 2;
thence South along the East line of said West 18 acres a distance of 452 feet;
thence East 220 feet, more or less, to the West edge of a private road as it existed March 24, 1934;
thence in a Northerly direction along the West edge of said road to a point on the North line of said Section 11 that is 170 feet East of the Northeast corner of said West 18 acres of Lot 2;
thence West along the North line of said Section 11, to the point of beginning;

TOGETHER WITH Easement for ingress and egress and road and utility purposes, over, along, under and across the North 20 feet of the following described property:

That portion of Government Lot 2, Section 11, Township 34 North, Range 1 East, W.M. described as follows:

Beginning at the Northeast corner of the West 18 acres of said Government Lot 2;
thence West along the North line of said Section 11 a distance of 194.53 feet;
thence South 9°21' East a distance of 345 feet;
thence South 35°18'17" East 139.46 feet to a point on the East line of the West 18 acres of Government Lot 2, which bears South 7°20'44" West 452 feet from the point of beginning;
thence North 7°20'44" East along the East line of the West 18 acres of said Government Lot 2, 452 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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