

11/3/2011 Page

1 of

5 1:07PM

Recording Requested by: LSI When recorded return to: Custom Recording Solutions 5 Peters Canyon Road, Ste. 200 Irvine, CA/92606

Document Title(s) Subordination Agreement

CRS# 12662439

Reference Number(s) of related document(s) Jr. lien - 201007150047 20111030073

Additional Reference Numbers on page _____ Grantor(s) (Last, first and Middle Initial) Nelson, Thomas C. Nelson, Shelley W. Wells Fargo Bank, NA Additional Grantors on page ____

Grantee(s) WELLS FARGO BANK NA <u>- (Trustee)</u> Additional Grantees on page ____

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twnshp, rng qrtr) Lot 24, Plat of Mckenna and Elliott the Second Addition to the Town of Bay View, according to the Plat thereof rec. in Vol. 3 of Plats, Pg 19, Skagit Co., WA Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number 4071-024-000-0200 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

[Space Above This Line for Recording Data]

Reference: 26437351827511

Account: XXX-XXX-XXX7078-1998

SUBORDINATION AGREEMENT FOR SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 9/26/2011

Owner(s): THOMAS C NELSON SHELLEY W NELSON

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: 13393 RECTOR ROAD, MOUNT VERNON, WA 98273-0000

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.

THOMAS C. NELSON AND SHELLEY W. NELSON, 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 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

SUBORDINATION ONLY_WA 0000000000301470

Page 2 of 4



11/3/2011 Page 2 of 5 1:07PM

which document is dated the 28th day of June, 2010, which was filed in Document ID# 201007150047 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 THOMAS C NELSON and SHELLEY W NELSON (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 \$210,189.00 (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. 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

SUBORDINATION ONLY_WA 0000000000301470



3 of

Page 3 of 4

11/3/2011 Page

5 1:07PM

SUBORDINATING LENDER:	
Wells Fargo Bank, M.A.	
By forthe forthe	<u>9/26/2011</u>
(Signature)	Date
Gabriel Georgescu	
(Printed Name)	
Customer Service Supervisor	
(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 <u>26</u> day of <u>Sept</u> , <u>2011</u> , by Gabriel Georgescu, as Supervisor of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Sul to authority granted by its Board of Directors. S/he is personally known to me or has pe	bordinating Lender pursuant

his/her identity. Lawa Puanani Dum (Notary Public) Calva Mariani Dun LAVAQ PUANANI DUN Calval by: Amy Vac Dug JS Well's Earss BANIC, NA PO BOX 4149 MAC PLOSI-019

SUBORDINATION ONLY WA

000000000301470

Puntland OR 47208 (800) 945-3056

Page 4 of 4



4 of

MY COMMI

OFFICIAL SEAL AURA PUANANI DUNN NOTARY PUBLIC - OREGON COMMISSION NO. 438979 DMMISSION EXPIRES MAY 03, 2013

11/3/2011 Page

5 1:07PM



Order ID: 12662439 Loan No.: 0330916669

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel A:

Lot 24, Plat of Mckenna and Elliott the Second Addition to the Town of Bay View, according to the Plat thereof recorded in Volume 3 of Plats, Page 19, Records of Skagit County, Washington;

Except the North 70 feet thereof.

Parcel B:

That portion of the Northwest Quarter of the Southwest Quarter of Section 29, Township 35 North, Range 3 East of the Willamette Meridian, lying North of Lot 24, Plat of Mckenna and Elliott the Second Addition to the Town of Bay View, according to the Plat thereof recorded in Volume 3 of Plats, Page 19, Records of Skagit County, Washington and West of the East line of said tract;

Together with the North 70 feet of Lot 24, Plat of Mckenna and Elliott the Second Addition to the Town of Bay View, according to the Plat thereof recorded in Volume 3 of Plats, Page 19, Records of Skagit County, Washington.

APN NO: 4071-024-000-0200 and 4071-024-000-0100

Assessor's Parcel Number: 4071-024-000-0200

