

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING

Return Address:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 11/8/2011 Page

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

SUBORDINATION AGREEMENT FOR MODIFICATION OF SHORT FORM OPEN-END DEED OF TRUST

Grantor(s)

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

**BRENDA S GREEN** 

#ICAGO TITLE 420013918

Grantee(s)
Wells Fargo Bank, N.A.

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

Lot 58, Maddox Creek POD Phase

3412 JUNCO PLACE, MT VERNON, WA 98274-0000

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

Assessor's Property Tax Parcel or Account Number: P109352

Reference Number(s) of Documents assigned or released: 515395712026318

Additional references Document ID# 201003220155 at page N/A (or as No. N/A) of the Official Records in the Office of the Auditor of the County of SKAGLT, 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.

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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: 515395712026318

Account Number: XXX-XXX-XXX7398-1998

# SUBORDINATION AGREEMENT FOR MODIFICATION OF SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 9/30/2011

Owner(s):

**BRENDA S GREEN** 

Current Line of Credit Recorded Commitment \$26,000.00 being reduced to \$15,000.00.

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: 3412 JUNCO PLACE, MT VERNON, WA 98274-0000

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.

BRENDA S. GREEN, AN UNMARRIED PERSON (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

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which document is dated the 16th day of March. 2010, which was filed in Document ID# 201003220155 at page N/A (or as No. N/A) of the Official Records in the Office of the Auditor of the County of SKAGLT, State of Washington. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to BRENDA'S GREEN (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 \$220,000.00 (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. Agreement to Change Credit Limit

# Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$26,000.00 to \$15,000.00.

By signing this Agreement below, the Borrower agrees to this change.

#### Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$26,000.00 to \$15,000.00.

# C. 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.

### D. 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.

# E. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING CENDER:	
Wells Fargo Bank, M.A.	
- CL4/10 /2	0.00.001
By Co.	<u>9/30/2011</u>
(Signlature)	Date
Barbara A. Edwards	_
(Printed Name)	_
Work Director	
(Title)	<del></del>
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon,	
COUNTY OF Washington )	
The foregoing Subordination Agreement was acknowledged before me, a notary pub	olic or other official qualified to
administer oaths this 30 day of 1, by Barbara A. Edwards Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender	s, as work Director of wells
by its Board of Directors. S/he is personally known to me or has produced satisfactor	ry proof of his/her identity
by its board of Directors, since is personally known to the of has produced sansacto	ly proof of maynor racinary.
(Notary Public)	
	in the second of
	<del></del>
	OFFICIAL SEAL NICOLE ANN MOORE
	NOTARY PUBLIC - OREGON
	COMMISSION NO. 451784

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MY COMMISSION EXPIRES AUGUST 26, 2014

BORROWER(S): I received and read a completed co agree to all its terms.	
(Signature) BRENDA S GREEN	(Date)
(Signature)	(Date)
acknowledges this Modification Agreement and agrees to	its terms, and a receipt of a copy of the same.
(Signature) BRENDA S GREEN	(Date)
(Signature)	(Date)

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For An Individual Acting In His/Her Own Right:
State of Washington
County of Skaait
On this day personally appeared before me Brenda S. Green
(here insert the name of grantor or
grantors) to me known to be the individual, or individuals described in and who executed he within and foregoing
instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and
deed, for the uses and purposes therein mentioned. Given under my hand and official seal this day of
Witness my hand and notarial seal on this the 25 day of 0ctobec, 201.
[NOTARIAL SEAL]  [NOTAR
My commission Expires: 12914

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# **EXHIBIT "A"**

Lot 58, MADDOX CREEK P.U.D. PHASE 1, according to the plat thereof, recorded in Volume 161 of Plats, pages 121 through 130, records of Skagit County, Washington.



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