This Instrument Prepared by: Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056



11/9/2011 Page

1 of

5 1:36PM

[Space Above This Line for Recording Data]

GUARDIAN NORTHWEST TITLE CO.

Reference: 280571502147

Account: XXX-XXX-XXX7727-1998

SUBORDINATION AGREEMENT FOR

1026262

SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date:

10/24/2011

Owner(s):

PORFIRIO REA

GLORIA REA

Current Lien Amount: \$28,000.00.

Senior Lender: Wells Fargo Bank, N. A.

DT # 2011 10900 65

Subordinating Lender: Wells Fargo Bank, N.A. DT# 20042100027

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: 1519 N 42ND PLACE, 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.

PORFIRIO REA AND GLORIA REA, 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

SUBORDINATION ONLY\_WA 00000000000325158

Page 2 of 4

which document is dated the 19th day of November, 2004, which was filed in Document ID# 200412100027 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 PORFIRIO REA (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 \$88,000.00 (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. 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.

11/9/2011 Page

SUBORDINATION ONLY\_WA 00000000000325158

201111090066 Skagit County Auditor

2 of 5 1:36PM

Page 3 of 4

SUBOBOLNATING LENDER:	
Wells Fargo Bank, N.A.	
Worshango Bajik, IV.A.	
NV S	10/24/2011
(Signature)	Date
Christopher L. Wheeler	
(Printed Name)	<del></del>
Officer	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
TOR NOTARIZATION OF DENDER'S ERSONNEL	
STATE OF Virginia	•
S. Acc	
CC% OF Floring 1	
The foregoing Subordination Agreement was acknowledged before me, a notary	public or other official qualified to
	•
administer oaths this <u>24</u> day of <u>00f</u> , <u>3011</u> , by Christopher L. W. Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pu	heeler, as Officer of Wells Fargo
Board of Directors. S/he is personally known to me or has produced satisfactory;	
Doubt of Directors. Sine is personally known to the or has produced satisfactory p	oroof of his/her identity.
Level (Notary Public)	
Embossed Hereon is My Commonwealth of VA	
图 IN Notary Public Seal - City of Salem	
My commission expires 04/30/2012	
Sandra Jean Lucas ID # 239947	guide the control

SUBORDINATION ONLY\_WA 0000000000325158



## Exhibit A

Reference Number: 280571502147

Legal Description:

Property Legal DescriptionV1.0 2-16 Exhibit A 000000000325158

Page 1 of 1



11/9/2011 Page

4 of

5 1:36PM

Escrow No.: 102626

# **EXHIBIT "A"**

# **LEGAL DESCRIPTION**

Lot 10, "PLAT OF THUNDERBIRD CREEK P.U.D.", as per plat recorded in Volume 16 of Plats, Pages 159 through 161, inclusive, records of Skagit County, Washington.



11/9/2011 Page

5 of

5 1:36PM