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201112060044  
Skagit County Auditor

12/6/2011 Page 1 of 5 11:26AM

**Document Title(s)**  
**Subordination Agreement**

CRS# 12918254

**Reference Number(s) of related document(s)**

200601300208

201112060043

Additional Reference Numbers on page \_\_\_\_\_

**Grantor(s) (Last, first and Middle Initial)**

WELLS FARGO BANK NA  
KERSCHBAUM, MATTHIAS A  
KERSCHBAUM, BONNIE L

Additional Grantors on page \_\_\_\_\_

**Grantee(s)**

WELLS FARGO BANK NA  
**- (Trustee)**

Additional Grantees on page \_\_\_\_\_

**Legal Description** (abbreviated form: i.e. lot, block, plat or sec., twshp, rng qrtr)

LOTS 1 AND 2, BLK 166, MAP OF CITY OF ANACORTES, SKAGIT, WA

Full legal Description on Exhibit A

**Assessor's Property Tax Parcel/Account Number**

3772-166-002-0007

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: 7040548513

Account: XXX-XXX-XXX5377-1998

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

Effective Date: 10/31/2011

Owner(s): MATTHIAS A KERSCHBAUM  
BONNIE L KERSCHBAUM

Current Lien Amount: \$50,000.00.

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: 1801 9TH ST, 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.

MATTHIAS A. KERSCHBAUM AND BONNIE L. KERSCHBAUM, 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  
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which document is dated the 9th day of January, 2006, which was filed in Instrument # 200601300208 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 MATTHIAS A KERSCHBAUM and BONNIE L KERSCHBAUM (individually and collectively "Borrower") by the Subordinating Lender. REC DATE 01-30-2006

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$178,195.00 (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. DATE 11-30-2011

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)

10/31/2011

Date

Christopher L. Wheeler  
(Printed Name)

Officer  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE Of Virginia )  
 )ss.  
COUNTY OF Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1 day of Nov 2011, by Christopher L. Wheeler, as Officer of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. She is personally known to me or has produced satisfactory proof of his/her identity.

[Signature] (Notary Public)

SUSAN F WOODS



Embossed Hereon is My Commonwealth of VA  
Notary Public Seal - City of Roanoke  
My commission expires 12/31/2011  
Susan F. Woods ID # 7134638

PREPARED BY:  
CHRISTOPHER L WHEELER  
WELLS FARGO BANK, N.A.  
P.O. BOX 4149 MAC P6057-019  
PORTLAND, OR 97208

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Order ID: 12918254  
Loan No.: 0332852532

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Lots 1 and 2, Block 166, "Map of the City of Anacortes, Skagit County, Washington; as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Assessor's Parcel Number: 3772-166-002-0007



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