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

**Skagit County Auditor** 

1/5/2012 Page

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5 12:04PM

Document Title(s) **Subordination Agreement** 

CRS# 13119997

Reference Number(s) of related document(s)

200803240115 2012010500

Additional Reference Numbers on page

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

Vopnford, David T.

Vopnford, Terri S.

WELLS FARGO BANK NA

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., twnshp, rng qrtr)

Lot 12, Plat of Cedar Ridge Estates Div No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Pages 147 through 152, Records of Skagit County, Washington. Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

4622-000-012-0001

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: 127038010723419 Account: XXX-XXX-XXX0452-1998

#### SUBORDINATION AGREEMENT FOR

SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 12/6/2011

Owner(s): DAVID T VOPNFORD JR

TERRI S VOPNFORD

Current Lien Amount: \$169,000.00.

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: AMERICAN SECURITIES COMPANY

Property Address: 21058 ESTATE DRIVE, MOUNT 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 Scnior Lender named above.

DAVID T VOPNFORD JR. AND TERRI S VOPNFORD, 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 00000000000357175

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which document is dated the 12th day of March, 2008, which was filed in Document ID# 200803240115 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 DAVID T VOPNFORD JR and TERRI S VOPNFORD (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 \$386,312.00 (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.

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SUBORDINATING LENDER:	
Wells Farge Bank, N.A	
Ву	12/6/2011
(Signature)	Date
Jodi Senborn	
(Printed Name)	
Assistant Vice President	
(Title)	
and the second	
FOR NOTARIZATION OF LENDER PERSONNEL	
the state of the s	
STATE OF Oregon	
COUNTY OF Multnomah )	
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to	
administer oaths this day of Dec, 2011, by Jodi Sanborn, as Assistant Vice President of Wells	
rargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender p	
by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.	
Wendy Tuller	
11. 1 9 11.	
Menoy Luller	
OFFICIAL SEAL	in the second se

WENDY FULLER NOTARY PUBLIC - OREGON COMMISSION NO. 432681

MY COMMISSION EXPIRES SEPT. 17, 2012

Prepared by: Jodi Sandorn

Wells France

P.O. Box 4149

MAC PGO 51-019

Portland, OR 97208

(800) 945-3056

SUBORDINATION ONLY\_WA 0000000000357175



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Order ID: 13119997 Loan No.: 0334345709

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 12, Plat of Cedar Ridge Estates Div No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Pages 147 through 152, Records of Skagit County, Washington.

Assessor's Parcel Number: 4622-000-012-0001

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