

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

**Return Address:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900



201203130029

Skagit County Auditor

3/13/2012 Page

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7 11:32AM

**LAND TITLE OF SKAGIT COUNTY**

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

WILLIAM A SWAIN  
ROBIN G SWAIN

**Grantee(s)**

Wells Fargo Bank, N.A.

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

Lot 27, Seaview Div. No. 3  
14171 COVE CRT, ANACORTES, WA 98221

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

Assessor's Property Tax Parcel or Account Number: 4511-000-027-0003

P83599

Reference Number(s) of Documents assigned or released: 7040649116

Additional references Document ID# 200806090161 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.

201203130028

**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.

**This Instrument Prepared by:**

Wells Fargo.  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

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[Space Above This Line for Recording Data]

Reference: 7040649116

Account Number: XXX-XXX-XXX1280-1998

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

Effective Date: 3/1/2012

Owner(s): WILLIAM A SWAIN  
ROBIN G SWAIN

Current Line of Credit Recorded Commitment \$100,000.00 being reduced to \$94,100.00.

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: 14171 COVE CRT, 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.

WILLIAM A. SWAIN AND ROBIN G. SWAIN, 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:

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See Exhibit A

which document is dated the 3rd day of June, 2008, which was filed in Document ID# 200806090161 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 WILLIAM A SWAIN, ROBIN G SWAIN (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 \$390,000.00 (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.

\*recorded under Auditor's File No. 201203130028.

**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 \$103,378.00 to \$94,100.00.

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 \$100,000.00 to \$94,100.00.

**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.

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**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.

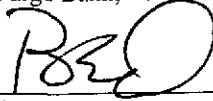
**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

**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 LENDER:**

Wells Fargo Bank, N.A.

By   
(Signature)

MAR 01 2012

Date

Barbara A. Edwards

(Printed Name)

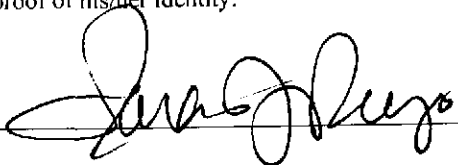
Work Director

(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1 day of mar 2012, by Barbara A. Edwards, as Work Director of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

 (Notary Public)



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**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

(Signature) WILLIAM A SWAIN

(Date)

(Signature) ROBIN G SWAIN

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

(Signature) WILLIAM A SWAIN

(Date)

(Signature) ROBIN G SWAIN

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

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**For An Individual Acting In His/Her Own Right:**

State of Washington

County of Skagit

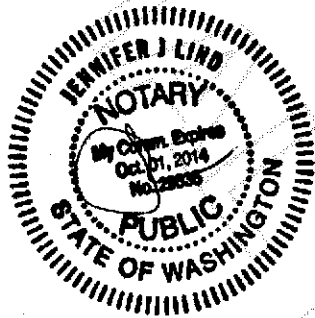
On this day personally appeared before me William A. Swain and Robin G. Swain

(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 8th day of March, 2012.

Witness my hand and notarial seal on this the 8th day of March, 2012.

[NOTARIAL SEAL]



[Handwritten Signature]  
Signature

Jennifer J. Lind  
Print Name: \_\_\_\_\_  
Notary Public

My commission Expires: 10/01/2014



**Exhibit A**

Reference Number: 7040649116

**Legal Description:**

Lot 27, "PLAT OF SEAVIEW DIV. NO. 3," as per plat recorded in Volume 14 of Plats, pages 99 and 100, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Property Legal Description-sub only(2012-02-07) Exhibit A  
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