



201204040035  
Skagit County Auditor

4/4/2012 Page 1 of 5 11:42AM

Recording Requested by: LSI  
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Irvine, CA 92606 MT

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

CRS# 13595130

**Reference Number(s) of related document(s)**  
200903160088 and 201204040034

Additional Reference Numbers on page \_\_\_\_\_  
**Grantor(s) (Last, first and Middle Initial)**

WELLS FARGO BANK NA  
MALONE, BRENT W  
MALONE, GRETCHEN A  
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)**  
THE NORTERLY 1/2 OF LOT 5, PLAT OF SKAGIT BEACH NO. 1, VOL 8, PG 71,  
SKAGIT, WA  
Full legal Description on Exhibit A

**Assessor's Property Tax Parcel/Account Number**  
4008-000-005-0017  
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: 281486860920

Account: XXX-XXX-XXX3091-1998

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

Effective Date: 2/16/2012

Owner(s): BRENT W MALONE  
GRETCHEN A MALONE

Current Lien Amount: \$100,000.00.

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: 14402 CHANNEL DR, LA CONNER, WA 98257

**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.

BRENT W. MALONE AND GRETCHEN A. MALONE, 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:

See Exhibit A

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which document is dated the 24th day of February, 2009, which was filed in Document ID# 200903160088 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 BRENT W MALONE and GRETCHEN A MALONE (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 \$135,571.00 (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.





Order ID: 13595130  
Loan No.: 0338635121

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

The Northerly 1/2 of Lot 5, "Plat of Skagit Beach No. 1," as per Plat recorded in Volume 8 of Plats, Page 71, Records of Skagit County, Washington, except that portion conveyed to Skagit County by Deed recorded March 20, 1990, under Auditor's File No. 9003200066.

Situate in the County of Skagit, State of Washington.

Assessor's Parcel Number: 4008-000-005-0017



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