



201206040083  
Skagit County Auditor

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

CRS# 13981828

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

200709180041 201206040082

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

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

Yake, Lee Ann

Wells Fargo Bank, N.A.

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

**Grantee(s)**

Wells Fargo Bank, N.A.

- (Trustee)

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

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

Sec 30, Tnshp 34 N., Rng 4 E. W.M.Skagit County, WA.

Full legal Description on Exhibit A

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

P28810

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

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[Space Above This Line for Recording Data]

Reference: 489017431201

Account: XXX-XXX-XXX9575-1998

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

Effective Date: 4/16/2012

Owner(s): LEE ANN YAKE

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: 16354 BRITT RD, 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.

LEE ANN YAKE, A SINGLE PERSON (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

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which document is dated the 22nd day of August, 2007, which was filed in Instrument # 200709180041 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 LEE ANN YAKE (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 \$122,665.00 (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.





**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Tract "A":

All of those portions of Parcels "A", "B" and "C" as described herein below lying Northerly and Westerly of the following described boundary line, to wit:

Beginning at the point of intersection of the South line of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M. with the semi-tangent of the centerline of Britt Slough Road, which point bears South 88 degrees 33' 30" West, a distance of 301.73 feet from the center of said Section 30 and which point also bears North 36 degrees 00' 05" West, a distance of 69.68 feet from the point of curvature (PC) of a curve to the right having a central angle of 49 degrees 50' 20", a radius of 286.48 feet, an arc distance of 249.20 feet and a tangent distance of 133.10 feet;

Thence North 36 degrees 00' 05" West along the semi-tangent of said 49 degrees 50' 20" curve to the right, a distance of 63.42 feet to the P.I. of said curve;

Thence North 13 degrees 50' 15" East along the semi-tangent of said curve to the right, the centerline of Britt Slough Road and the semi-tangent of a curve to the left, a distance of 457.44 feet to the P.I. of said curve to the left, having a central angle of 29 degrees 45' 00", a radius of 484.54 feet, an arc distance of 251.59 feet and a tangent distance of 128.70 feet;

Thence North 15 degrees 54' 45" West along the semi-tangent of said curve to the left and the centerline of Britt Slough Road, a distance of 245.24 feet;

Thence South 74 degrees 05' 15" West, a distance of 30.00 feet to a point on the West right of way line of said Britt Slough Road and which point is the true point of beginning of this boundary line description;

Thence South 74 degrees 05' 15" West, a distance of 64.405 feet;

Thence South 0 degrees 36' 30" West, a distance of 100.00 feet to the point of intersection with an existing fence line; thence continue South 00 degrees 36' 30" West to the point of intersection with the centerline of Britt's Slough which point is the point of ending of this boundary line description.

Situate in the County of Skagit, State of Washington.

Parcel "A":

That portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point in the centerline of Britt's Slough on the line between the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of said Section 30, aforesaid;

Thence due East 297 feet;

Thence South to a Point 265 feet North of the center of Britt's Slough, which point is the beginning point of this description;



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Thence West 70 feet;

Thence South to the centerline of Britt's Slough;

Thence following the centerline of Britt's Slough to a point due South of the point of beginning;

Thence North 265 feet to the point of beginning,

Except that portion thereof lying within the Britt's Slough Road,

Except that portion thereof if any, lying within that certain tract conveyed to the Mount Vernon Christian School Association, Inc., by Deed recorded October 5, 1964, under Auditor's File No. 656701, Records of Skagit County, Washington.

And also except dike right of way.

Situate in the County of Skagit, State of Washington.

Parcel "B":

That portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of the County Road, 544.5 feet South of the North line of said Subdivision;

Thence South 112 feet;

Thence East to the West line of the County Road;

Thence Northerly along said West line to the point of beginning,

Except that portion, if any, lying within the County Road,

And except that portion, if any, that may be within the boundaries of Parcel "A", above.

Situate in the County of Skagit, State of Washington.

Parcel "C":

That portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 34 North, Range 4 East; W.M., described as follows:

Beginning at a point on the West line of the Britt's Slough Road 544.5 feet South of the North line of said Southeast 1/4 of the Northwest 1/4;

Thence following the West line of said road Southeasterly a distance of 413.5 feet;

Thence West to the center of Britt's Slough;

Thence Northwesterly following the center of said Slough to a point due South of the point of beginning,

Thence due North to the point of beginning,

Parcel "C" continued:

Except any portion thereof owned by or used for Dike or Ditch rights of way by Diking District No. 3;



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Also excepting therefrom the following described tracts:

1) Beginning 29 Rods 7 1/2 feet North of the Southwest corner of said Southeast 1/4 of the Northwest 1/4; thence East to the centerline of Britt's Slough, the true point of beginning of the herein described tract; thence continue East to the West line of the County Road; thence Northerly along the Westerly line of the County Road to a point 60 feet North of the line First described herein; thence West parallel to and 60 feet North of the said First described line to the center of Britt's Slough; thence Southerly along the centerline of Britt's Slough to the true point of beginning.

2) Beginning at a point on the West line of the Britt's Slough Road 544.5 feet South of the North line of said Subdivision; thence South 112 feet; thence East to the West line of the County Road; thence Northerly along said West line to the point of beginning.

3) Beginning at a point on the Westerly line of the Britt's Slough Road which is 544.5 feet South of the North line of said Southeast 1/4 of the Northwest 1/4; thence following the Westerly line of said road Southeasterly, a distance of 413.5 feet to the true point of beginning, being the Southeasterly corner of those premises described in an instrument dated April 16, 1954, filed April 19, 1954, under Auditor's File No. 500514; thence West to the center of Britt's Slough; thence Northerly along the center of Britt's Slough to the Southwest corner of those premises conveyed to Mount Vernon Christian School Association, Inc., a corporation, by deed dated October 3, 1964, filed October 5, 1964, under Auditor's File No. 656701; thence East along the South line of said Mount Vernon Christian School Association, Inc., premises to the Westerly line of the Britt's Slough Road; thence Southerly along said Westerly line to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Assessor's Parcel Number: P28810



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