## WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

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Document Title(s) (or transactions contained therein):

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

Grantor(s)

Wells Fargo Bank, N.A. 101 North Phillips Avenue Sioux Falls, SD 57104 LAND TITLE OF SKAGIT COUNTY

143170-07

JOSEPH A SOLOMON MICHELLE R SOLOMON

Grantee(s) Wells Fargo Bank, N.A.

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

9826 DISTRICT LINE RD, BURLINGTON, WA 98233

SECTION 21, TOWNSHIP 35, RANGE 4; PTN. SE SE

Additional legal description is on page See Exhibit A

of document.

Assessor's Property Tax Parcel or Account Number: N/a

Reference Number(s) of Documents assigned or released: 206947191643417

Additional references Document ID# 200707170072 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.

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.

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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: 206947191643417

Account: XXX-XXX-XXX1210-1998

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

Effective Date: 9/7/2012

Owner(s): JOSEPH A SOLOMON MICHELLE R SOLOMON

Current Lien Amount: \$53,000.00.

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: 9826 DISTRICT LINE RD, BURLINGTON, WA 98233

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.

JOSEPH A. SOLOMON AND MICHELLE R. SOLOMON, 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

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which document is dated the 10th day of July, 2007, which was filed in Document ID# 200707170072 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 JOSEPH A SOLOMON and MICHELLE R SOLOMON (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 \$215,750.00 (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.

\* recorded under Aulitor's File No - 201209280174 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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Fargo Bank, I	N.A., the Subordina Directors S/he is	ting Lender, on behalf of	said Subordinating Lend	er pursuant to authority granted bry proof of his/her identity.
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# Schedule "A-1"

# DESCRIPTION:

That portion of the Southeast ¼ of the Southeast ¼ of Section 21, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of said Section 21;

thence North 00°39'30" East along the East line of said section a distance of 830.00 feet to the true point of beginning;

thence North 89°20'30" West a distance of 147.58 feet;

Thence North 00°39'30" East a distance of 147.58 feet;

thence South 89°20'30" East a distance of 147.58 feet to the East line of said Section 21;

thence South 00°39'30" West a distance of 147.58 feet to the true point of beginning,

EXCEPT the East 20 feet for County road right of way.

Situate in the County of Skagit, State of Washington.



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