

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



201210080019

Skagit County Auditor

10/8/2012 Page 1 of 5 11:40AM

**Document Title(s)**  
**Subordination Agreement for Deed of Trust**

**(With Future Advance Clause)**  
**CRS Order No.: 14855382**

**Reference Number(s) of related document(s)**  
200310160120

201210080018

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

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

Kolp, James J.

Kolp, Teresa A.

Wells Fargo Bank, N.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., twndshp, rng qrtr)**

Par A: Lot 75, Plats 3, Vol. 6, Pg 19-22, Par B: SW Qtr of Sec. 11, Twndshp 34 N, Rng 1

E of W.M., Lot 75, Plats 3, Vol. 6, Pgs 19-22, Auditor's File No. 743951, Skagit Co., WA

Full legal Description on Exhibit A

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

3975-000-075-0005

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: 7035105328

Account: XXX-XXX-XXX3252-1998

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

Effective Date: 8/22/2012

Owner(s): JAMES J KOLP  
TERESA A KOLP

Current Lien Amount: \$72,000.00.

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: CHICAGO TITLE INSURANCE COMPANY

Property Address: 4112 EDITH POINT RD, 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.

JAMES J. KOLP, AND TERESA A. KOLP, HUSBAND AND WIFE AS JOINT TENANTS (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 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

HE360 SUB ONLY - WA (rev 20120217)  
0000000000545521

Page 2 of 4



201210080019  
Skagit County Auditor

10/8/2012 Page

2 of

5 11:40AM

which document is dated the 15th day of August, 2003, which was filed in Document ID# 200308130125 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 JAMES J KOLP and TERESA A KOLP (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 \$212,099.00 (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 CHICAGO TITLE INSURANCE COMPANY, 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 CHICAGO TITLE INSURANCE COMPANY as Trustee and designates and appoints Wells Fargo Financial National Bank 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.

HE360 SUB ONLY - WA (rev 20120217)  
0000000000545521

Page 3 of 4



201210080019  
Skagit County Auditor

10/8/2012 Page

3 of

5 11:40AM

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By [Signature]  
(Signature)

AUG 22 2012

Date

Barbara A. Edwards  
(Printed Name)

Work Director  
(Title)

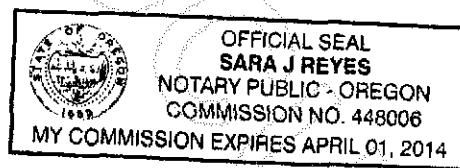
**FOR NOTARIZATION OF LENDER PERSONNEL**

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 22 day of Aug, 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.

[Signature]  
Sara J. Reyes  
(Notary Public)

Prepared by:  
Wells Fargo Bank, N.A.  
Barbara A. Edwards  
101 North Phillips Avenue  
Sioux Falls, SD 57104



**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

**Parcel A:**

Lot 75, Rancho San Juan Del Mar, Subdivision No. 4, Plats 3, according to the plat thereof recorded in Volume 6 of Plats, Page 19 to 22, inclusive, records of Skagit County, Washington;

Together with the following described parcel:

Beginning at the Southwesterly corner of Lot No. 75, Rancho San Juan Del Mar, Subdivision No. 4, Plats 3, according to the plat thereof recorded in Volume 6 of Plats on Page 21, records of Skagit County, Washington;  
thence South 18 degrees 03' East 25 feet;  
thence North 67 degrees 43' 30" East to the Southerly line of the County Road as shown on the plat;  
thence North 46 degrees 54' West to the Southerly line of Lot 75;  
thence South 67 degrees 43' 30" West along the Southerly line of Lot 75 to the point of beginning.

**Parcel B:**

That portion of the Southwest Quarter of the Northwest Quarter of Section 11, Township 34 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the most Southerly corner of Lot 75, Plats 3, Rancho San Juan Del Mar, Subdivision No. 4, according to the plat recorded in Volume 6 of Plats, Pages 19 to 22, inclusive, records of Skagit County, Washington;  
thence South 18 degrees 03' East, a distance of 125 feet;  
thence North 67 degrees 43' 30" East, a distance of 425 feet, more or less, to the Southerly line of County Road No. 377;  
thence Westerly along the Southerly line of said road, a distance of 105 feet, more or less;  
thence Northwesterly along the Southwesterly line of said road, a distance of 92.28 feet to the most Southerly and Easterly corner of said Lot 75;  
thence South 67 degrees 43' 30" West along the Southeasterly line of said Lot 75, a distance of 251.09 feet to the point of beginning;

Except the Northwesterly 25 feet thereof, as conveyed to Jackson L. Hockman and Billie R. Hockman, husband and wife, by instrument recorded September 28, 1970, under Auditor's File No. 743951;

Also Except the Southwesterly 25 feet thereof.

Assessor's Parcel Number: 3975-000-075-0005



201210080019  
Skagit County Auditor