

LAND TITLE OF SKAGIT COUNTY

143794-006



201210100047
Skagit County Auditor

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S IN

10/10/2012 Page 1 of 5 11:59AM

Return Address:

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

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

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

Grantor(s)

Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104

RICHARD W SEAY, TRUSTEE
JUDITH B SEAY, TRUSTEE

Grantee(s)

Wells Fargo Bank, N. A.

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

4085 ISLANDER WAY, ANACORTES, WA 98221

LT 23 AND PTN 22 POINTE DIV 3

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

Assessor's Property Tax Parcel or Account Number: 45450000230002 1995590

Reference Number(s) of Documents assigned or released: 192572642343

Additional references Document ID# 200310010148 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. + AF # 201210100046

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

[Space Above This Line for Recording Data]

Reference: 192572642343

Account: XXX-XXX-XXX1553-1998

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

Effective Date: 9/22/2012

Owner(s): RICHARD W SEAY, TRUSTEE
JUDITH B SEAY, TRUSTEE

Current Lien Amount: \$250,000.00.

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: 4085 ISLANDER WAY, 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.

RICHARD W. SEAY, AND JUDITH B. SEAY, TRUSTEES OF THE SEAY TRUST DATED SEPTEMBER 20,2000 (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:

HE360 SUB ONLY - WA (rev 20120217)
0000000000567909

Page 2 of 4



201210100047
Skagit County Auditor

See Exhibit A

which document is dated the 7th day of September, 2003, which was filed in Document ID# 200310010148 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 RICHARD SEAY and JUDITH SEAY (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.

Recorded Under Auditor File No. 201210100046
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)
0000000000567909

Page 3 of 4



201210100047
Skagit County Auditor

Exhibit A

Reference Number: 192572642343

Lot 23 and that portion of Lot 22, "PLAT OF THE POINTE DIV. NO. 3," as per plat recorded in Volume 14 of Plats, pages 151, 152 and 153, records of Skagit County, Washington, more particularly described as follows:

Beginning at the most Northerly corner of said Lot 22;
thence South 38°02'27" West, along the line common to Lots 22 and 23 of said plat, a distance of 185.00 feet to the most Westerly corner of said Lot 22;
thence South 79°09'30" East, along the Southerly line of said Lot 22, a distance of 72.65 feet to an angle point thereon;
thence North 38°31'20" East a distance of 58.43 feet;
thence North 03°09'13" East a distance of 113.83 feet to the point of beginning.
Situate in the County of Skagit, State of Washington.

