# WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING F



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Return Address:

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

LAND TITLE OF SKAGIT COUNTY

143465-0E

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

P 105705

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

JERRY L VAN VLIET BARBARA J VAN VLIET

Grantec(s)

EDWARD JONES MORTGAGE, LLC

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

21396 EGRET PLACE, MOUNT VERNON, WA 98274

LOT 8, CEDAR RIDGE ESTATES DIV. NO. 1

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

Assessor's Property Tax Parcel or Account Number: P105705

Reference Number(s) of Documents assigned or released: 182162011348

Additional references Document ID# 200304140165 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: 182162011348 Account: XXX-XXX-XXX4541-0001

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

Effective Date: 8/16/2012

Owner(s): JERRY L VAN VLIET

BARBARA J VAN VLIET

Current Lien Amount: \$100,000.00.

Senior Lender: EDWARD JONES MORTGAGE, LLC

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: 21396 EGRET PLACE, MOUNT VERNON, WA 98274

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.

JERRY L VAN VLIET AND BARBARA J VAN VLIET 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 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 21st day of March, 2003, which was filed in Document ID# 200304140165 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 JERRY L VAN VLIET and BARBARA J VAN VLIET (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 \$290,000.00 (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.

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.

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# SUBORDINATING LENDER:

Wells Fargo Bank, N.A.	
By O O Deff	AUG 1 6 2012
(Signature)	Date
April J. Duffey	
(Printed Name)	•
Assistant Vice President	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Virginia	
COUNTY OF Roanoke )	
The foregoing Subordination Agreement was acknowledged before me, a notary public	or other official qualified to
wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Legranted by its Board of Directors. S/he is personally known to me or has produced satisficantly.	ender pursuant to authority
Manage Manage Manage (Notary Public)	
Enhossed Mereon is My Commonwealth of VA Notary Public Seat - County of Roanoke My commission expires 02/28/2015 Tanya L Laughlin ID # 7508900	<b>)</b> .

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## Exhibit A

Reference Number: 182162011348

Legal Description:

# DESCRIPTION:

Lot 8, "PLAT OF CEDAR RIDGE ESTATES DIV. NO. 1," as per plat recorded in Volume 15 of Plats, pages 147 through 152, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Property Legal Description-sub only (2012-02-07) Exhibit  $^{\prime\prime}$  0000000000541328

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