Skagit County Auditor

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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710:22AM

CHICAGO TITLE 620016903

[Space Above This Line for Recording Data]

Reference: 7029910277

Account Number: XXX-XXX-XXX8393-1998

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

Effective Date: 11/26/2012

Owner(s):

RPPERT/FIPAVIS Robert Davis and Nancy, Davis, Trustees under the

PANY FATA Davis Trust Agreement, dated December 16, 2008 200802140095

Current Line of Credit Recorded Commitment \$114,550.00 being reduced to \$100,000.00.

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: 4706 Kingsway, 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.

Robert Davis and Nancy Davis, Trustees under the Davis Trust Agreement,\* KOBERT E/ DAMIS AND HANDY C/MILIO JUMMARATED PERSONS/INDIAJUMY ADVIOLITION THE "Owner") own the real property located at the above Property Address (the "Property").

\*dated December 16, 2008

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:

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### See Exhibit A

which document is dated the 5th day of February, 2008, which was filed in Document ID# 200802140095 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 ROBERT E DAVIS, NANCY C MILO (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 \$403,500.00 (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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

### Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$114,550.00 to the new credit limit of \$100,000.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

# Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$114,350.00 to \$100,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.

# C. 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.

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# D. 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.

# E. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBURDINATING LENDER:	
Wells Fargo Dank, N.A.	A160.1
By O C	NOV 26 2012
(Signature)	Date
Barbara A. Edwards	
(Printed Name)	-
Vice President Loan Documentation	_
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon ) iss.	<b>)</b>
COUNTY OF Washington )	
The foregoing Subordination Agreement was acknowledged before me, a notary public	c or other official qualified to
administer oaths this <u>Q</u> day of <u>DDD</u> , <u>BDD</u> by Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Les Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is produced satisfactory proof of his/her identity.	
Vugnia Gla Bantiata (Notary Public)	

OFFICIAL SEAL
VIRGINIA GLEE BAUTISTA
NOTARY PUBLIC - OREGON
COMMISSION NO. 447070
MY COMMISSION EXPIRES MARCH 01, 2014

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	ed and read a completed copy	of this Modification Agreeme	nt before I signed it. I agre
to all its terms.	182		12/1/12
(Signature) ROBERT E	DAVIS		$\frac{12/1/12}{\text{(Date)}}$
	Cy C Milo	•	12/1/12
(Signature) NANCY C N	nr 6		(Date)
			, ,
(Signature)			(Date)
(Signature)		· · · · ·	(Date)
(Signature)			(Date)
(Signature)			(Date)
(Signature)		<u> </u>	(Date)
(Signature)			(Date)
acknowledges this Modific (Signature) ROBERT E		er the Line of Credit Agreemen its terms, and a receipt of a cop	t, the undersigned hereby by of the same.  /Z/(//Z (Date)
1 112	ray C Milo		12/1/12
(Signature) NANCY C N	HI <b>Ø</b>		(Date)
(Signature)			(Date)
(Signature)			(Date)
(Signature)		$\mathcal{L}_{\mathcal{L}}}}}}}}}}$	(Date)
(Signature)			(Date)
(Signature)			(Date)
(Signature)		- P-21, -22 (	(Date)

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# STATE OF COUNTY OF South Class SS: I certify that I know or have satisfactory evidence that Robert Davis and Nancy Davis the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument. Dated: XIEJUN WU COMM. #1996187 NOTARY PUBLIC: CALIFORNIA SANTA CLARA COUNTY Notary Public in and for the State of Residing at: All Parks My appointment expires: NO V 20, 20, 2016

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My Commission Expires 11/20/2016



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For an Individual Trustee Borrower:	
State of CR	
County of South Clowa	
On this day personally appeared before me	Diejun We Notary Public
	(here insert the name of
grantor or grantors) to me known to be the Trustee	for the Trust known as
Robert Davis & Nar	and who executed the within
and foregoing instrument in his or her capacity as	Trustee for the said trust, and that he was authorized to do so in
the trust instrument pursuant to which the said Tru	st was created, and acknowledged that he (she or they) signed the
same as his (her or their) free and voluntary act and	d deed, for the uses and purposes therein mentioned. Given under
and the second of the second o	Pec , 20 12 . (Signature of officer and
official seal below)	
Witness my hand and notarial seal on this the	A 1 2013
withess my nand and notarial seal on this the	day of Dec., Dit.
2/	
	Signature
[NOTARIAL SEAL]	
ENGRAPH AND	Ziejun Wu
XIEJUN WU  COMM. #1996187 Ω	Print Name:
NOTARY PUBLIC - CALIFORNIA O SANTA CLARA COUNTY	Notary Public .
My Commission Expires 11/20/2016	
P015EE01363E1E006E306E06B06E0E66E	

Trustee Acknowledgement\_WA V1.0 00000000000614429



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# Exhibit A

Reference Number: 7029910277

Lot 88, SKYLINE NO. 4, according to the plat thereof, recorded in Volume 9 of Plats, pages 61 and 62, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Property Legal Description-sub only(2012-02-07) Exhibit A 0000000000581907



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