

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM



201212130039
Skagit County Auditor

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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 MODIFICATION OF
SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Grantor(s)

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

WILLIAM EVAN FOSTER
GRETCHAN W FOSTER

Reference Doc: DT 200505240042 & 201212130039

Grantee(s)

Wells Fargo Bank, N. A.

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

TRACT 44 PTN TRACT 45 ANACO BEACH VOL 5 PG 4, SKAGIT CO., WA

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

Assessor's Property Tax Parcel or Account Number: 3858-000-044-0000

Reference Number(s) of Documents assigned or released: 232289571415

Additional references Document ID# 200505240042 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.

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: 232289571415

Account Number: XXX-XXX-XXX4385-1998

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

Effective Date: 11/26/2012

Owner(s): WILLIAM EVAN FOSTER
GRETCHAN W FOSTER

Current Line of Credit Recorded Commitment \$228,000.00 being reduced to \$155,000.00.

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: 11268 MARINE DRIVE, 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.

WILLIAM EVAN FOSTER AND GRETCHAN W. FOSTER, 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:

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See Exhibit A

which document is dated the 4th day of April, 2005, which was filed in Document ID# 200505240042 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 WILLIAM EVAN FOSTER, GRETCHAN W FOSTER (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 \$685,000.00 (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. Recorded under

Auditor's File No. 201212130038

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 \$228,000.00 to the new credit limit of \$155,000.00.

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 \$228,000.00 to \$155,000.00.

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.

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By [Signature]
(Signature)

NOV 26 2012

Date

Barbara A. Edwards
(Printed Name)

Vice President Loan Documentation
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Washington)

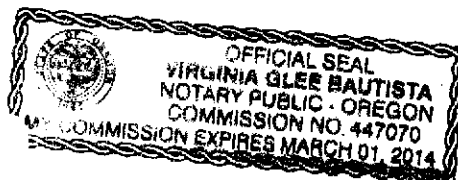
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of Nov, 2012, by Barbara A. Edwards, as Vice President Loan Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating 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.

Virginia Glee Bautista (Notary Public)

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BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

<u>William Evan Foster</u>	<u>12/9/2012</u>
(Signature) WILLIAM EVAN FOSTER	(Date)
<u>Gretchan W. Foster</u>	<u>12/9/2012</u>
(Signature) GRETCHAN W FOSTER	(Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

<u>William Evan Foster</u>	<u>12/9/2012</u>
(Signature) WILLIAM EVAN FOSTER	(Date)
<u>Gretchan W. Foster</u>	<u>12/9/2012</u>
(Signature) GRETCHAN W FOSTER	(Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)



For An Individual Acting In His/Her Own Right:

State of _____

County of _____

On this day personally appeared before me _____
_____ (here insert the name of grantor or
grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing
instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and
deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of
_____.

Witness my hand and notarial seal on this the _____ day of _____, _____.

Signature _____

[NOTARIAL SEAL]

Print Name: _____

Notary Public

My commission Expires: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 10/9/2012 before me,

before me,

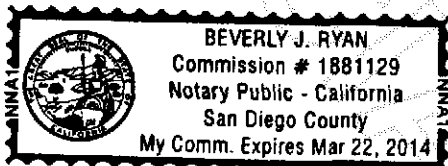
Beverly J. Ryan Notary Public
Here Insert Name and Title of the Officer

personally appeared

William Evan Foster
Name(s) of Signer(s)

and Gretchen W. Foster

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly J. Ryan

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subordination

Document Date: 11/26/2012

Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☒ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



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EXHIBIT "A"

Order No.: 620017185

For APN/Parcel ID(s): P116187 / 3858-000-044-0000

Tract 44, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, and that portion of Tract 45, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, described as follows:

Commencing at the Northeast corner of said Tract 45;
thence South $58^{\circ}44'07''$ West, along the North line of said Tract 45, a distance of 398.91 feet to the true point of beginning;
thence continue South $58^{\circ}44'07''$ West a distance of 82.58 feet;
thence South $31^{\circ}15'23''$ East a distance of 10.76 feet;
thence North $58^{\circ}44'07''$ East a distance of 82.58 feet;
thence North $31^{\circ}15'53''$ West a distance of 10.76 feet to the true point of beginning;

Situated in Skagit County, Washington.



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