

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Return Address:

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



201311010014

Skagit County Auditor

\$80.00

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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

SUZANNE R ROHLFING
MICHAEL J STAUM

LAND TITLE OF SKAGIT COUNTY

Grantee(s)

CORNERSTONE HOME LENDING, INC. ISAOA

147583-
DAE

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

PTN GOV. LOT 4, 7-34-2 E W.M.

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

Assessor's Property Tax Parcel or Account Number: 340207-0-019-0200

799992

Reference Number(s) of Documents assigned or released: 194475592241264

Additional references Document ID# 200612130120 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.

20131101 0013

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: 194475592241264

Account Number: XXX-XXX-XXX7922-1998

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

Effective Date: 10/28/2013

Owner(s): SUZANNE R ROHLFING
MICHAEL J STAUM

Current Line of Credit Recorded Commitment \$114,000.00 being reduced to \$79,410.00.

Senior Lender: CORNERSTONE HOME LENDING, INC. ISAOA

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: 6421 CAMPBELL LAKE 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.

MICHAEL J. STAUM AND SUZANNE R. ROHLFING (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 7th day of December, 2006, which was filed in Document ID# 200612130120 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 SUZANNE R ROHLFING, MICHAEL J STAUM (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 \$485,325.00 (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 AF# 20131101 0013
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 \$114,000.00 to the new credit limit of \$79,410.00.

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 \$114,000.00 to \$79,410.00.

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)

Date

Shannon Johnson

(Printed Name)

Vice President Loan Documentation

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)

)ss.

COUNTY OF Multnomah)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 25th day of OCTOBER, 2013, by Shannon Johnson, 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.

(Notary Public)



OFFICIAL SEAL
DYLAN M SIMS
NOTARY PUBLIC - OREGON
COMMISSION NO. 478405
COMMISSION EXPIRES MARCH 10, 2017



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

(Signature) SUZANNE R ROHLFING

(Date)

(Signature) MICHAEL J STAUM

(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.

(Signature) SUZANNE R ROHLFING

(Date)

(Signature) MICHAEL J STAUM

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

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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 he 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 _____, _____.

[NOTARIAL SEAL]

Signature

Print Name: _____
Notary Public

My commission Expires: _____



Exhibit A

Reference Number: 194475592241264

Legal Description:

Property Legal Description-sub only(2012-02-07) Exhibit A
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Schedule "A-1"

147583-OAE

DESCRIPTION:

PARCEL "A":

All that portion of Government Lot 4, Section 7, Township 34 North, Range 2 East, W.M., lying North of Campbell Lake Road,

EXCEPT the East 450 feet thereof,

ALSO EXCEPT the West 540 feet thereof,

ALSO EXCEPT the North 698.88 feet thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 4, Section 7, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest corner of that parcel conveyed to Mike R. Pearl and Claudia G. Pearl by Deed recorded December 23, 1991, under Skagit County Auditor's File No. 9112230130;

thence North along the Westerly line of that parcel conveyed to Larry L. Pinnow and Claire S. Pinnow by Deed recorded December 23, 1991, under Skagit County Auditor's File No. 9112230131, a distance of 139.23 feet;

thence South $88^{\circ}34'10''$ East a distance of 313.27 feet;

thence South along the Easterly line of said Pinnow parcel, a distance of 139.22 feet, more or less, to the Northeast corner of said Pearl parcel;

thence South $88^{\circ}34'10''$ West along the Northerly line of said Pearl parcel, a distance of 312.92 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The West 60 feet of that portion of Government Lot 4, Section 7, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the Southerly boundary of Campbell Lake Road, 450 feet West of the North-South centerline of said Section 7, measured perpendicular thereto;

thence Southerly on a line parallel to said North-South centerline of said Section 7 to the point of intersection with the meander line of Lake Campbell;

thence Westerly along the meander line of said Lake Campbell to the point of intersection with a line parallel to and 605 feet East of the West boundary line of said Government Lot 4;

thence Northerly parallel to the Westerly boundary of said Government Lot 4 to the point of intersection with the South line of said Campbell Road;

thence Northeasterly along the said Southerly boundary of said road to the point of beginning.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

PARCEL "D":

The West 60 feet of those shorelands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon that part of Government Lot 4, Section 7, Township 34 North, Range 2 East, W.M., measured along the meander line as follows:

Beginning at the point of intersection of the East line of said Government Lot 4 with said meander line and running thence North 40° West 2.44 chains, more or less, to an angle point in said meander line; thence North 84° West, 3.50 chains and South 67-1/2° West, 4.06 chains to the terminal point of this description with a frontage of 10.00 lineal chains, more or less, measured along the meander line according to a certified copy of the Government field notes of the survey thereof on file in the office of the Commission of Public Lands of Olympia, Washington;

EXCEPT that portion of said shorelands abutting the East 450 feet of said Government Lot 4,

ALSO EXCEPT that portion of said shorelands abutting the West 605 feet of said Government Lot 4.

Situate in the County of Skagit, State of Washington.



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