Skagit County Auditor, WA

Land Title & Escrow Order No. 202713-LT

## WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Return Address:

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

DT: 202111010149

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

## SUBORDINATION AGREEMENT FOR SHORT FORM OPEN-END DEED OF TRUST

Grantor(s): Wells Fargo Bank, N.A.

101 North Phillips Avenue, Sioux Falls, SD 57104

BRENDA S CORNETT SEAN L CORNETT

Grantee(s): Wells Fargo Bank, N. A.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Ptn Lots 1-4 & all 5-10, Blk 39, and Ptn Lots 2, 3 & 4, Blk 10, Fidalgo City

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

Assessor's Property Tax Parcel or Account Number: P73039 4101-039-011-0005

Reference Number(s) of Documents assigned or released:

Additional references Document ID# 201810030050 at page (or as No. ) 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 MAC P6050-017 P.O. Box 4149 Portland, OR 97208-4149 1-800-945-3056

[Space Above This Line for Recording Data]

Reference: 597851740943413 - 20182040025904

# SUBORDINATION AGREEMENT FOR SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 9/30/2021

Current Lien Amount: \$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: 5663 S 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, and the Senior Lender named above.

The Subordinating Lender has an interest in the Property by virtue of a Short Form Open-End Deed of Trust (the "Existing Security Instrument") given by SEAN L CORNETT AND BRENDA S CORNETT, HUSBAND AND WIFE, covering that real property, more particularly described as follows:

#### See Attached Exhibit A

which document is dated the 11th day of September, 2018, and which was recorded on 10/03/2018 in Document ID# 201810030050 at page (or as No.) of the Official Records in the Office of the Auditor of the County of Skagit, State of Washington.



The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$309,000.00 (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. To be recorded concurrently with this agreement.

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. If, however, the New Loan or

Amended Loan exceeds \$309,000.00 the Subordination Agreement is VOID. Further, if the Borrower(s) do not agree to the reduced credit limit, if applicable, then this Agreement is VOID.

N/A The Senior Lender has an existing loan in the original principal amount of N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Deed of Trust, executed by Borrower, as trustor, in favor of N/A, as trustee for the benefit of Wells Fargo Bank, N. A., as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Official Records in the Office of the Auditor of the County of N/A, State of Washington (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

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

If all terms and conditions set forth in this Agreement are met, the Subordinating Lender 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.

If all terms and conditions set forth in this Agreement are met, Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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 WELLS FARGO FINANCIAL NATIONAL BANK, 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 WELLS FARGO FINANCIAL NATIONAL BANK as Trustee and designates and appoints CW TITLE 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 –

N/A

This Agreement may not be changed or terminated orally. No indulgence, waiver, election or nonelection by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender or the trustee(s) under the Existing 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 or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINAT	ING LENDER:		
Wells Fargo Bar	nk, N.A.		
By Br			10/1/21
(Signature)	Briana Spraggins		Date
(Title)	Vice President Loan Document	ation	
, .			
FOR NOTARIZATION OF LENDER PERSONNEL			
STATE OF	Minnesota	)	
		)ss.	
COUNTY OF	Hennepin	,	
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to			
administer oaths this Olday of October 2021, by Briana Spraggins, 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.			
	SVNA	(Notary Public)	
Mohammad Hassan Ashraful			
	CHAMMAD HASSAN ASHRAFUL NOTARY PUBLIC - MINNESOTA AY COMMISSION EXPIRES 01/31/26		

#### EXHIBIT A

Reference Number: 597851740943413

**Legal Description:** 

Parcel Number: 4101-039-011-0005/P73039

The South 1/2 of Lot 4 and the South 1/2 of Lot 11 and all of Lots 5, 6, 7, 8, 9, and 10, Block 39, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington;

TOGETHER WITH that portion of the vacated streets and alley abutting thereon which have reverted to said property by operation of law.

ALSO, the East 32 1/2 feet of Lots 2, 3 and 4, Block 10, and the East 32 1/2 feet of Lots 1, 2 and 3, Block 39, and the East 32 1/2 feet of the North 1/2 of Lot 4, Block 39, all in the "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington;

TOGETHER WITH that portion or vacated Halpin Avenue abutting thereon;

AND TOGETHER WITH that portion of vacated 10th Street lying between that portion of Blocks 10 and 39, described herein, which have reverted to said property by operation of law.