



200309230142  
Skagit County Auditor

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LAND TITLE COMPAN. OF SKAGIT COUNTY

108474-PA

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65477763061998

**SUBORDINATION AGREEMENT**

**NOTICE:** This subordination agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This Agreement is made this 19th day of August 2003, by and between **Wells Fargo Bank, N. A. (Home Equity Charter Bank)** a national bank with its headquarters located at **420 Montgomery Street, San Francisco, CA** (herein called "Lien Holder"), and **Wells Fargo Home Mortgage, Inc.**, with its main office located in the State of **Iowa** (herein called the "Lender").

**RECITALS**

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **May 5, 2003** executed by **David J. Akland and Nancy R. Akland, husband and wife** (the "Debtor") which was recorded in the county of **Skagit, State of WA**, as **200305300033** on **May 30, 2003** (the "Subordinated Instrument") covering real property located in **Anacortes** in the above-named county of **Skagit, State of WA**, as more particularly described in the Subordinated Instrument (the "Property").

**PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)**

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of **\$240,500.00**. Recorded 9/23/03 Auditors # 200309230141

Lien Holder has agreed to execute and deliver this Subordination Agreement.

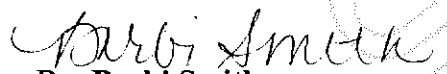
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of WA. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK, N.A. (Home Equity Charter Bank)

NOTICE: This subordination agreement contains a provision which allows the person obligated on your real property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

  
By: **Barbi Smith**  
Title: **Assistant Vice-President**



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9/27/01

STATE OF WASHINGTON)  
 ) SS.  
COUNTY OF SNOHOMISH)

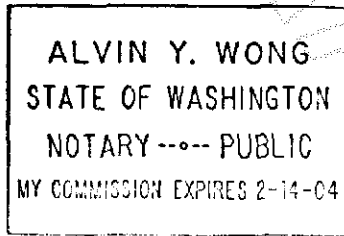
The foregoing instrument was acknowledged before me this 19th day of August,  
2003, by **Barbi Smith, Assistant Vice-President** of Wells Fargo Bank, N.A. (Home  
Equity Charter Bank)

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: *2-14-04*



  
Notary Public

*REDMOND, WA*



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**DESCRIPTION:**

All of Lots 1 Through 8, inclusive Block 142, "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 all of the vacated alley in said Block 142 lying Westerly of and adjacent to said Lots 1 through 8, inclusive.

TOGETHER WITH the West ½ of Highland Avenue adjacent to Lots 1 through 8, inclusive, Block 142, "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.

ALSO, that portion of the South ½ of 4<sup>th</sup> Street lying East of the centerline of the vacated alley in Block 142 and lying West of the centerline of Highland Avenue, "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.

Situate in the County of Skagit, State of Washington.



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