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2550 N. Red Hill Ave. Santa Ana, CA 92705



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## Subordination Agreement

CRS# 1670193

APN# 4088-001-012-0001

Abbreviated Legal (see Exhibit "A" for full legal): Lt 11 & E ½ of Lt 12, Blk 1, Tract 26 of Kloke's Add to Burlington, V 7, Pg 40

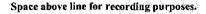
Inst # 200008030128

Inst # 200509200160

Grantee: Wells Fargo Bank, N.A.

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

Jean C. Simshauser



#### 65161783240001

#### 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 2<sup>nd</sup> day of May 2006, by and between Wells Fargo Bank, N.A. a national bank (herein called "Lien Holder"), and Wells Fargo Bank, N.A., a national bank (herein called the "Lender").

### RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated 8/2/2000, executed by JEAN C. SIMSHAUSER (the "Debtor") which was recorded in the county of SKAGIT, State of WASHINGTON, as 200008030128 on 8/3/2000 (the "Subordinated Instrument") covering real property located in **BURLINGTON** in the above-named county of SKAGIT, State of WASHINGTON, 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 \$87309.

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

06061301 **Skagit County Auditor** 

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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 WASHINGTON. 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.

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: Melissa Williams

Title: Vice President of Loan Documentation

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STATE OF South Carolina)
) SS.
COUNTY OF York)

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2006, by Melissa Williams, Vice President of Loan Documentation of Wells Fargo Bank, N.A.

WITNESS my hand and official seal.

My commission expires: October 31, 2013

Robert A. McBride Notary Public

> 200606130101 Skagit County Auditor

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Order ID1723804

Loan Number: 708-0058434044

# EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SKAGIT COUNTY, WASHINGTON:

LOT 11 AND THE EAST 1/2 OF LOT 12, BLOCK 1, TRACT 26 OF "KLOKE'S ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE NORTH 8 FEET THEREOF FOR ALLEY.

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