

WHEN RECORDED RETURN TO:

STATE MORTGAGE & ESCROW, INC.  
12832 NE 85<sup>TH</sup>  
KIRKLAND WA 98033



200910280045  
Skagit County Auditor

10/28/2009 Page 1 of 5 11:29AM

# Chicago Title Insurance Company

425 Commercial Street - Mount Vernon, Washington 98273

620005343

DOCUMENT TITLE(s)

1. SUBORDINATION AGREEMENT
2. MODIFICATION AGREEMENT
3. APPOINTMENT OF SUBSTITUTE TRUSTEE

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

200703300168 AND 200910280044

Additional numbers on page \_\_\_\_\_ of the document

GRANTOR(s):

1. FRANCIS JOHN NAGEL
2. SUSAN C. NAGEL
3. WACHOVIA MORTGAGE CORPORATION

Additional names on page \_\_\_\_\_ of the document

GRANTEE(s):

1. CITIMORTGAGE, INC.
2. TRSTE, INC.
- 3.

Additional names on page \_\_\_\_\_ of the document

ABBREVIATED LEGAL DESCRIPTION:

N/A

Complete legal description is on page \_\_\_\_\_ of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

N/A

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature \_\_\_\_\_

This cover sheet is for the County Recorder's indexing purposes only.  
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**MULTISTATE SUBORDINATION**  
and if applicable  
**MODIFICATION AGREEMENT**

(With Optional Deed of Appointment of Substitute Trustee, if necessary)

Visit number:

Effective Date: 9/3/2009  
Borrower(s): Susan Carolyn Nagel and Francis John Nagle Nagle  
New Lender: Citimortgage  
Subordinating Lender: Wachovia Mortgage Corporation  
Trustee (if Applicable): Trste, Inc  
Property Address: 16790 Chilberg Avenue  
La Connor, WA 98257

**THIS AGREEMENT** (this "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, the Trustee (if any, including any substitute trustee appointed pursuant to Section C. of this Agreement) and the New Lender name above.

1. One or more of the person(s) name above as a Borrower(s) own(s) the real property located at the above Property Address (the "Property").
2. The Subordinating Lender and the Trustee (if any) have an interest in the Property by virtue of a mortgage, deed of trust or security deed (the "Existing Security Instrument") given by Borrower(s), which is dated the 27 day of March, 2007 and was filed as Instrument No.200703300168, in Deed Book N/A, at page(s) N/A, in the amount of \$100,000.00, et seq. of the public records of Skagit County, Washington. The Existing Security Instrument secures repayment of a loan or line of credit (the "Existing Debt") extended to Borrower by Subordinating Lender.
3. The New Lender has agreed to (make new loan/amend existing loan) in the original principal amount of \$408,000.00 (the "New Loan"/"Amended Loan") to the Borrower, provided that the (New Loan/Amended Loan) is secured by a first lien mortgage, deed of trust or security deed on the Property (the "New Security Instrument") in favor of the New Lender.
4. The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument.

**NORTH CAROLINA LOANS ONLY** (if applicable):

5. The New Loan will have a maximum principal amount of \$n/a (not including advances which the New Lender may make on Borrower's behalf to protect the property or the lien of the New Security Instrument) and a maximum rate of n/a% per annum.

**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 hereto agree as follows:

**A. AGREEMENT TO SUBORDINATE**

1. **Subordination.** Lender and Trustee (if any) hereby subordinate to the lien of the New Security Instrument the lien of the Existing Security Instrument, including all modifications, extensions and renewals 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.
2. **Other Documents.** Subordinating Lender and Trustee (if any) will deliver to New Lender such estoppel letters, status reports or verification of this Agreement as New Lender may reasonably request.

**B. AGREEMENT TO REDUCE CREDIT LIMIT** (if applicable)

If this box is checked, the Lender's and (if any) the Trustee's agreement to subordinate the lien of the Existing Security Instrument is conditioned on a reduction of the Credit limit on Borrower(s)' revolving line of credit account to a maximum at any one time of \$70,000.00. By signing this Agreement below, each Borrower who signed the credit agreement for the account agrees to this change.



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**C. APPOINTMENT OF SUBSTITUTE TRUSTEE(s) (if applicable)**

**WHEREAS**, the Security Instrument referred to in Section A. of this Agreement is a Deed of Trust (the "Deed of Trust") which names First American Insurance Title Company ("Original Trustee(s)") as Trustee(s) and Subordinating Lender as beneficiary; and

**WHEREAS**, the Deed of Trust provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee(s) by an instrument recorded among the appropriate land records; and

**WHEREAS**, it is the desire of the Subordinating Lender to appoint a substitute trustee in the place and stead of the Original Trustee.

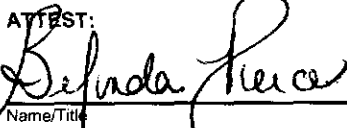
**NOW, THEREFORE**, Subordinating Lender hereby removes the Original Trustee as Trustee and designates and appoints Trste, Inc. as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Deed of Trust.


**D. GENERAL TERMS AND CONDITIONS**


- 1. **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.
- 2. **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 loan documents shall affect this Agreement.
- 3. **Severability.** The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.
- 4. **Applicable Law.** It is agreed that the laws of the state in which the Property is located, applied without regard to general conflicts of laws principles, shall govern the construction and interpretation of this Agreement and the rights and obligations set out herein.


**E. SIGNATURES AND ACKNOWLEDGEMENTS**

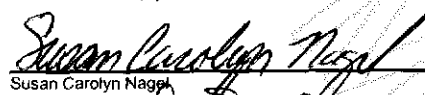

**IN WITNESS WHEREOF**, the Subordinating Lender, through its authorized officer and, if applicable (i) the Trustee (if any), individually or through its authorized officer or other representative, and (ii) if applicable, the Borrower(s), have each set their hand and seal as of the Effective Date above.

ATTEST:  
  
 Name/Title  
 (Corporate Seal) **BELINDA PIERCE**  
**ASSISTANT SECRETARY**

SUBORDINATING LENDER:  
 Wachovia Mortgage Corporation  
 By:   
 Name/Title  
**JOHN PETROSKY**  
**ASST. VICE PRESIDENT**  
 TRUSTEE: (if applicable)

ATTEST:  
  
 Name/Title  
 (Corporate Seal) **BELINDA PIERCE**  
**ASSISTANT SECRETARY**

SUBORDINATING LENDER:  
 Trste, Inc.  
 By:   
 Name/Title  
**JOHN PETROSKY**  
**ASST. VICE PRESIDENT**

BORROWER(s):  
  
 Susan Carolyn Nagel  
  
 Francis John Nagel

\_\_\_\_\_  
 Witness Signature  
 \_\_\_\_\_  
 Witness Signature  
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 Witness Signature  
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 Witness Signature

(ACKNOWLEDGEMENT PAGE FOLLOWS)

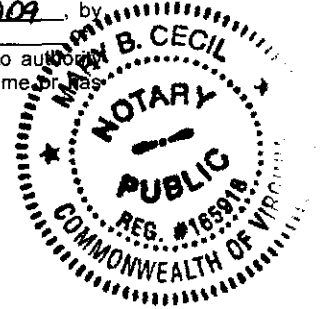


**SUBORDINATING LENDER'S ACKNOWLEDGEMENT**

STATE OF Virginia  
COUNTY OF Roanoke

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 3 day of September, 2009, by John Pletrosky as AVP the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its board of directors or other governing body. She/he is personally known to me or has produced satisfactory proof of his/her identity.

Mary B. Cecil (signature of person administering Oath)  
printed name: \_\_\_\_\_ title: \_\_\_\_\_  
Name of Person Administering Oath Title of Person Administering Oath  
(If Applicable) My Commission Expires: 8/31/11

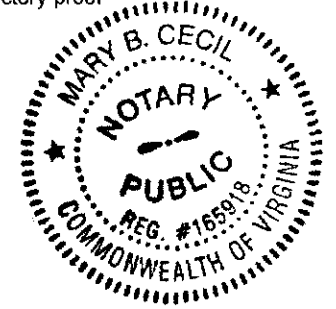


**TRUSTEE'S ACKNOWLEDGEMENT (If applicable)**

STATE OF Virginia  
COUNTY OF Roanoke

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 3 day of September, 2009, by John Pletrosky as AVP of the Trustee named above, on behalf of said Trustee pursuant to authority granted by Trustee's board of directors or other governing body. She/he is personally known to me or has produced satisfactory proof of his/her identity.

Mary B. Cecil (signature of person administering Oath)  
printed name: \_\_\_\_\_ title: \_\_\_\_\_  
Name of Person Administering Oath Title of Person Administering Oath  
(If Applicable) My Commission Expires: 8/31/11

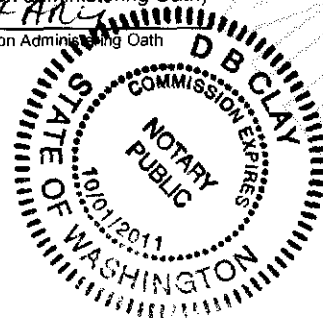


**BORROWER'S ACKNOWLEDGEMENT**  
(Required If Section B. Above Has Been Completed)

STATE OF Washington  
COUNTY OF Clallam

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 3rd day of Oct 2009, by John Mayer & Susan the Borrower(s) named above. She/he/they is/are personally known to me or has produced satisfactory proof of his/her identity.

Mary B. Cecil (signature of person administering Oath)  
printed name: MARY B. CECIL title: NOTARY PUBLIC  
Name of Person Administering Oath Title of Person Administering Oath  
(If Applicable) My Commission Expires: 10/1/11



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 57, "SNEE-OOSH", as per plat recorded in Volume 4 of Plats, page 50, records of Skagit County, Washington,

TOGETHER WITH the North 35.5 feet of the following described tract as measured parallel with the South line of said Tract 57:

That portion of the "unlabeled" tract (labeled "Tract A" on the tax rolls of Skagit County) of the plat of "SNEE-OOSH", as per plat recorded in Volume 4 of Plats, page 50, records of Skagit County, Washington described as follows:

Begin at the Southeast corner of Lot 57 of said plat (the East line of said lot bearing North 5°23' East) thence South 4°14' West 75.05 feet; thence West 139.12 feet, more or less, to the high water line of Skagit Bay; thence Northerly along said high water line of Skagit Bay to the South line of said Lot 57; thence South 84°37' East along the South line of said Lot 57, a distance of 105.0 feet, more or less, to the Point of Beginning;

TOGETHER WITH those non-exclusive easements conveyed by the Snee-Oosh Land Company to John Headlund, et ux, by document as Auditor's File No. 200604100127.

ALSO TOGETHER WITH a non-exclusive easement for utilities and ingress and egress over and across the driveway existing on January 25, 2006 from a Southerly point on the East line of the above referenced portion of Tract "A" Northerly to the South line of the above described North 35.5 feet, as established by document recorded as Auditor's File No. 200702020009.



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