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201012030145
Skagit County Auditor

12/3/2010 Page 1 of 5 12:41PM

Document Title(s)
Subordination Agreement

CRS# 10181072

Reference Number(s) of related document(s)

200802110129

201012030144

Additional Reference Numbers on page _____

Grantor(s) (Last, first and Middle Initial)

Foggin, Thomas III

Caldwell Foggin, Pamela

Wells Fargo Bank, N.A.

Additional Grantors on page _____

Grantee(s)

Wells Fargo Bank, N.A.

- (Trustee)

Additional Grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twshp, rng qrtr)

W21, Skyline #4, Vol 9, Pgs 61 & 62, Skagit County, WA.

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

3820-000-021-0007

Additional Parcel Numbers on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency non-standard 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 of Requesting Party

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: 407223222146517

Account: XXX-XXX-XXX5852-1998

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

Effective Date: 10/25/2010

Owner(s): PAMELA CALDWELL FOGGIN
G. THOMAS FOGGIN III

Current Lien Amount: \$15,000.00.

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: 4603 QUEEN ANN WAY, ANACORTES, WA 98221-0000

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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.

G. THOMAS FOGGIN III AND PAMELA CALDWELL FOGGIN, HUSBAND AND WIFE (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) given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

Recorded: 2/11/2008

which document is dated the 7th day of February, 2008, which was filed in Instrument # 200802110129 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"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to PAMELA CALDWELL FOGGIN and G. THOMAS FOGGIN III (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 \$403,774.00 (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.

To be recorded concurrently with Deed of Trust 11/30/2010

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. 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.

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 – 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.

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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, 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]
(Signature)

10/25/2010
Date

Barbara Edwards
(Printed Name)

Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

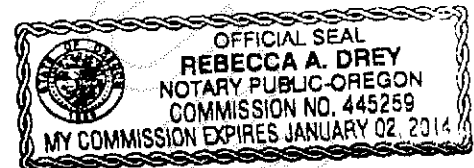
STATE OF Oregon)
)ss.
COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 25 day of Oct, 2010, by Barbara Edwards, as Work Director of the Subordinating Lender named above, 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.

Rebecca Drey (Notary Public)

Rebecca A. Drey

Prepared by: Barbara A. Edwards
Wells Fargo Bank, N.A.
P.O. Box 4149 MAC P6051-019
Portland, OR 97208



Order ID: 10181072
Loan No.: 0314279647

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Lot 21, "Skyline No. 4," as per plat recorded in Volume 9 of Plats, Pages 61 and 62, Records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Assessor's Parcel Number: 3820-000-021-0007



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