

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Return Address:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-90900



201101030183

Skagit County Auditor

1/3/2011 Page 1 of 5 10:39AM

05-00222-10

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

1. SUBORDINATION AGREEMENT

SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Grantor(s) *Laverda A Black*
Fergus M Black
Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104

GUARDIAN NORTHWEST TITLE CO.

100608-2

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

1.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

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

LOT 10 & PTN 11 RANCHO SAN JUAN DEL MAR #6
Assessor's Property Tax Parcel or Account Number: 3977-000-010-0001 *P68373*

AF 201101030182

Reference Number(s) of Documents assigned or released: 107561363

Additional references Document ID# 200305300032 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.

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
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

[Space Above This Line for Recording Data]

Reference: 107561363

Account: XXX-XXX-XXX3749-1998

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

Effective Date: 10/14/2010

Owner(s): LAVERDA A BLACK
FERGUS M BLACK

Current Lien Amount: \$85,000.00.

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: 3849 BIZ POINT RD, ANACORTES, WA 98221

SUBORDINATION ONLY_WA V1.0
0000000000132958

Page 2 of 4



201101030183
Skagit County Auditor

1/3/2011 Page 2 of 5 10:39AM

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.

FERGUS M. BLACK AND LAVERDA A, BLACK, 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

which document is dated the 5th day of May, 2003, which was filed in Document ID# 200305300032 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 LAVERDA A BLACK and FERGUS M BLACK (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 \$76,750.00 (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.

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.



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

[Handwritten Signature]

(Signature)

10/14/2010

Date

Barbara Edwards

(Printed Name)

Work Director

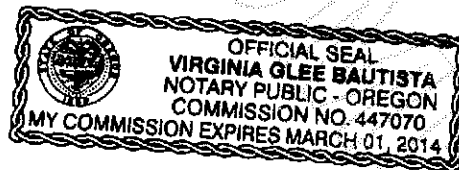
(Title)

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 14 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.

Virginia Glee Bautista (Notary Public)



Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

All of Lot 10 and also that portion of Lot 11, "RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 6", according to the plat thereof recorded in Volume 7 of Plats, page 28, records of Skagit County, Washington, described as follows:

Beginning at the intersection of the most Southeasterly corner of said Lot 11 and the Westerly line of the County road; thence North $55^{\circ}00'$ West along the Southwesterly line of said Lot 11, a distance of 182.99 feet to the most Southwesterly corner of said Lot 11; thence North $10^{\circ}16'$ East along the Westerly line of said Lot 11 to the Northwest corner thereof; thence South $60^{\circ}54'$ East along the Northerly line of said Lot 11, a distance of 30 feet; thence South $10^{\circ}16'$ West a distance of 83 feet, more or less, to a point on a line which is 5 feet, Northeasterly of and parallel with the Southwesterly line of said Lot 11; thence South $55^{\circ}00'$ East along a line which is 5 feet Northeasterly of and parallel with the Southwesterly line of said Lot 11, to the Westerly line of said County road; thence Southerly along the Westerly line of said County road to the point of beginning.



201101030183
Skagit County Auditor