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201111030064

Skagit County Auditor

11/3/2011 Page 1 of 5 12:59PM

Document Title(s)

Subordination Agreement

CRS# 12275105

Reference Number(s) of related document(s)
200803110136 20111030063

Additional Reference Numbers on page

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

WELLS FARGO BANK NA

WHITEFIELD, JAMES

FOSMO, JUDITH AKA WHITEFIELD, JUDY

Additional Grantors on page

Grantee(s)

WELLS FARGO BANK NA

-(Trustee)

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twship, rmg qtr)
LOT 5, DEWEY BEACH ADDITION NO. 2, VOL 6, PG 13, SKAGIT, WA

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

P65007

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: 38738931340517
Account: XXX-XXX-XXXX4446-1998
**SUBORDINATION AGREEMENT FOR
SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 8/12/2011

Owner(s): JAMES R WHITEFIELD
JUDITH A FOSMO

Current Lien Amount: \$64,800.00.

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: 15206 DECEPTION ROAD, ANACORTES, WA 98221-0000

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.

JAMES R. WHITEFIELD AND JUDITH A. FOSMO, 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) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

SUBORDINATION ONLY_WA
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which document is dated the 19th day of February, 2008, which was filed in Document ID# 200803110136 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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to JAMES R WHITEFIELD and JUDITH A FOSMO (individually and collectively "Borrower") by the Subordinating Lender. REC DATE 03-11-2008

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$396,239.00 (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. DATE 03-11-2008

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.

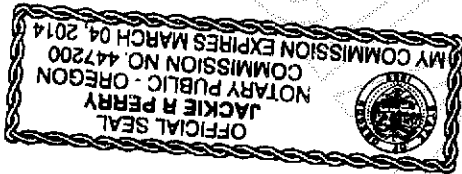
C. General Terms and Conditions
Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.
Nonwaiver – This Agreement may not be changed or 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.





PREPARED BY
~~AMY VAN BUREN~~
BARBARA A EDWARDS
WELLS FARGO BANK, N.A.
P.O. BOX 4109 MAC EGILL-DIG
PORTLAND OR 97208



JACKIE R PERRY
[Signature]
(Notary Public)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 12 day of Aug, 2011, by Barbara A. Edwards, as Work Director of Wells Fargo Bank, N.A., the Subordinating Lender, 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.

STATE OF Oregon }
COUNTY OF Washington }

FOR NOTARIZATION OF LENDER PERSONNEL

By Barbara A. Edwards (Signature)
Barbara A. Edwards (Printed Name)
Work Director (Title)
Date 8/12/2011

Wells Fargo Bank, N.A.
SUBORDINATING LENDER:

Order ID: 12275105
Loan No.: 0330360124

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Lot 5 "Dewey Beach Addition No. 2" Volume 6 of Plats, Page 13, Records of Skagit County, Washington.

And Tracts 3 and 4 in "Dewey Beach Addition No. 2", as per Plat recorded in Volume 6 of Plats, Page 13, Records of Skagit County, Washington.

Assessor's Parcel Number: P65007



201111030064
Skagit County Auditor