

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

**Return Address:**

Wells Fargo Bank  
Doc. Mgmt - MAC R4058-030  
P.O. Box 50010  
Roanoke, VA 24022



201212170077  
Skagit County Auditor

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

**SUBORDINATION AGREEMENT FOR  
SHORT FORM OPEN-END DEED OF TRUST**

Grantor(s)

Wells Fargo Bank, N.A.  
101 North Phillips Avenue  
Sioux Falls, SD 57104

STEVEN F LIEBERG  
LINDA A LIEBERG

DT# 201109270163

GUARDIAN NORTHWEST TITLE CO.

104647-2

Grantee(s)

Axia Financial LLC

DT# 201212170076

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

4520 CLIPPER DRIVE, ANACORTES, WA 98221-0000

LOT 36, PLAT OF SAN JUAN PASSAGE, PHASE I, AS RECORDED UNDER AUDITORS FILE NO.  
200811260099, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED IN  
THE ATTACHED EXHIBIT.

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

Assessor's Property Tax Parcel or Account Number: P128099

Reference Number(s) of Documents assigned or released: 143886461843715

Additional references Document ID# 201109270163 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: 143886461843715

Account: XXX-XXX-XXX6018-1998

**SUBORDINATION AGREEMENT FOR  
SHORT FORM OPEN-END DEED OF TRUST**

Effective Date: 11/9/2012

Owner(s): STEVEN F LIEBERG  
LINDA A LIEBERG

Current Lien Amount: \$95,000.00.

Senior Lender: Axia Financial LLC

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: 4520 CLIPPER DRIVE, 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.

STEVEN F LIEBERG AND LINDA A LIEBERG, 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 Open-End Deed of Trust (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

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which document is dated the 16th day of September, 2011, which was filed in Document ID# 201109270163 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 STEVEN F LIEBERG and LINDA A LIEBERG (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 \$416,500.00 (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 *Lisa M. Sowers*  
(Signature)

NOV 09 2012  
Date

Lisa M. Sowers  
(Printed Name)

Vice President Loan Documentation  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Virginia )  
 )ss.  
COUNTY OF Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 9 day of November 2012, by Lisa M. Sowers, as Vice President Loan Documentation 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.

*Sandra Jean Lucas* (Notary Public)

**Sandra Jean Lucas  
Notary Public 239947  
Commonwealth of Virginia  
My Commission Expires April 30, 2016**



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**EXHIBIT "A"**  
**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:

Lot 36, PLAT OF SAN JUAN PASSAGE, PHASE I, as recorded under Auditor's File No. 200811260099, records of Skagit County, Washington.

Together with that portion of Tract B of said plat described as follows:

Beginning at the Southwest corner of Lot 36 as shown on said plat, thence South  $31^{\circ}13'22''$  East along the extension of the West line lot 36, a distance of 8.71 feet to the intersection with the Northerly margin of Clipper Drive as shown on said plat;

Thence North  $58^{\circ}50'30''$  East along said Northerly margin, a distance of 39.39 feet to the intersection with a non-tangent curve to the left whose radius point bears South  $51^{\circ}54'42''$  East 10.00 feet; Thence Northwesterly along said curve through a central angle of  $83^{\circ}13'47''$ , an arc distance of 14.53 feet; Thence South  $58^{\circ}41'14''$  West, a distance of 29.44 feet to the point of beginning.



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