

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

**Return Address:**

Wells Fargo Bank, N.A.  
P. O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900



201401030016

Skagit County Auditor \$77.00  
1/3/2014 Page 1 of 6 11:12AM

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

**SUBORDINATION AGREEMENT FOR  
DEED OF TRUST**

Grantor(s) Wells Fargo Bank, N.A., A SUCCESSOR IN INTEREST TO WELLS FARGO BANK WEST,  
N.A.

101 North Phillips Avenue  
Sioux Falls, SD 57104

KEN OVERA  
JANET WOODY-OVERA

# 200304 220079

Grantee(s) Wells Fargo Home Mortgage, Inc.

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

2408 37TH STREET, ANACORTES, WA 98221

TRACT 2 PORT. OF LOTS 13, 14 & 15 AND VACATED ALLEY IN BLK 32 KELLOGG FORDS ADD.

Additional legal description is on page 6 of document.

Assessor's Property Tax Parcel or Account Number: P103564

Reference Number(s) of Documents assigned or released: 9008069652

Additional references Mortgage Book 200105290055 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 Bank, N.A.

MAC P6051-019

P. O. Box 4149

Portland, OR 97208-4149

1-800-945-3056

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[Space Above This Line for Recording Data]

Account Number: XXX-XXX-XXX5887-0001

Reference Number 9008069652

**SUBORDINATION AGREEMENT FOR  
DEED OF TRUST**

Effective Date: 12/20/2013

Owner(s): KEN OVERA  
JANET WOODY-OVERA

Current Lien Amount: \$55,200.00

Senior Lender: Wells Fargo Home Mortgage, Inc.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO WELLS FARGO BANK  
WEST, 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: 2408 37TH STREET, ANACORTES, WA 98221

SUBORDINATION ONLY/PC\_WA (rev 06202011)

Page 2 of 5



201401030016

Skagit County Auditor

\$77.00

1/3/2014 Page

2 of

6 11:12AM

**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.

KEN OVERA, AND JANET WOODY-OVERA, HUSBAND AND WIFE

(individually and collectively the "Owner") own the real property located at the above Property Address (the "Property")

The Subordinating Lender and the Trustee, if applicable, has an interest in the Property by virtue of a  
DEED OF TRUST  
(the "Existing Security Instrument") given by the Owner, covering that

Real Property description more particularly described in the attachment titled "Exhibit A"

which document is dated the 1st day of May, 2001, which was filed in Document ID# 200105290055 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 KENNETH C OVERA and JANET L WOODY-OVERA

(individually and collectively "Borrower by the Subordinating Lender.

N/A The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ N/A (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.

X The Senior Lender has an existing loan in the original principal amount of \$ 122,325.00 (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Deed of Trust, executed by Borrower, as trustor, in favor of H AND L SERVICES, INC. as trustee for the benefit of Wells Fargo Home Mortgage, Inc. as beneficiary and recorded on 04/22/2003 in Document ID# 200304220079 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 "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the Senior Lender's 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**

N/A Subordinating Lender 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.

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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**

N/A 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.

This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender or the trustee(s) under the Existing 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.

(ACKNOWLEDGEMENT PAGE FOLLOWS)



**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By Beverly Lynn Schroeder  
(Signature)

12/20/2013  
Date

Beverly Lynn Schroeder  
(Printed Name)

Assistant Vice President  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 20th day of December, 2013, by Beverly Lynn Schroeder, as Assistant Vice President of Wells Fargo Bank, N.A., 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.

[Signature] (Notary Public)

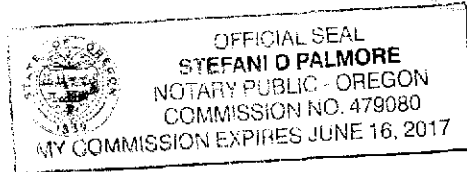


Exhibit A

Reference Number 9008069652

**Legal Description:**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

TRACT 2 OF SURVEY RECORDED NOVEMBER 18, 1991, IN VOLUME 12 OF SURVEYS, PAGES 19 AND 20; UNDER AUDITORS FILE NO. 9111180093, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOTS 13, 14 AND 15, AND VACATED ALLEY IN BLOCK 32, "PLAT OF KELLOGG AND FORDS ADDITION TO ANACORTES, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 41, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 32, "PLAT OF KELLOGG AND FORDS ADDITION TO ANACORTES"; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS WEST, 148.00 FEET ALONG THE SOUTH LINE OF SAID BLOCK 32 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 01 MINUTES 56 SECONDS WEST, 104.00 FEET PARALLEL WITH THE EAST LINE OF SAID BLOCK 32; THENCE SOUTH 89 DEGREES 23 MINUTES 48 SECONDS EAST, 47.52 FEET; THENCE SOUTH 61 DEGREES 01 MINUTES 04 SECONDS EAST, 46.28 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 56 SECONDS EAST, 82.00 FEET TO THE SOUTH LINE OF SAID BLOCK 32; THENCE NORTH 89 DEGREES 23 MINUTES 48 SECONDS WEST, 88.00 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

ABBREVIATED LEGAL: TRACT 2 PORT. OF LOTS 13, 14 & 15 AND VACATED ALLEY IN BLK 32 KELLOGG FORDS ADD.  
SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.



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