



201504220011

Skagit County Auditor \$79.00  
4/22/2015 Page 1 of 8 9:46AM

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

**Return Address:**

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

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

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

**Land Title and Escrow**  
*151705 - SAC*

Grantor(s)

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

JAMES C NOTARO  
JESSICA J NOTARO

Grantee(s)

WMS Series LLC Its Successors And/or Assigns  
1030 E COLLEGE WAY MT VERNON, WA 98273

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

~~8-10~~ *Ana Cortes*  
LOT ~~10-8~~ 1/2 LOT 7 BLK 230 VOL 2 PG 4

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

Assessor's Property Tax Parcel or Account Number: P56323

Reference Number(s) of Documents assigned or released: *201504220010*

Additional references Document ID# 200803270086 at page N/A (or as No. N/A) of 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  
MAC P6101-170  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

---

[Space Above This Line for Recording Data]

Reference: 7035215944 - 20080583314160

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

Effective Date: 4/7/2015

Owner(s): JAMES C NOTARO  
JESSICA J NOTARO

(individually and collectively "Owner(s)")

Borrower(s) JAMES C NOTARO  
JESSICA J NOTARO

(individually and collectively "Borrower(s)")

Current Line of Credit Recorded Commitment \$96,500.00 being reduced to \$59,000.00.

Senior Lender: WMS Series LLC Its Successors And/or Assigns

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: 2316 20TH PLACE, ANACORTES, WA 98221-0000

**THIS AGREEMENT** (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owner(s), Borrower(s) and the Senior Lender named above.

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 JAMES C NOTARO AND JESSICA J NOTARO, HUSBAND AND WIFE, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 12th day of March, 2008, which was recorded on 03/27/2008 in Document ID# 200803270086 at page N/A (or as No. N/A) of 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 Borrower(s) 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 \$417,000.00 (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. To be recorded concurrently with this Agreement. \*If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

\*under Auditor's File No. 201504220010

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.

- The Senior Lender has an existing loan in the original principal amount of N/A (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 N/A, as trustee for the benefit of WMS Series LLC Its Successors And/or Assigns, as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Office Of The Auditor Of The County Of N/A, 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 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 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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

##### Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$96,500.00 to the new credit limit of \$59,000.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

##### Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$96,500.00 to \$59,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.

**C. 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.

**D. 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.

N/A 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.

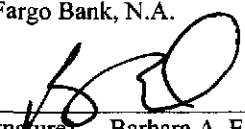
**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

**E. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

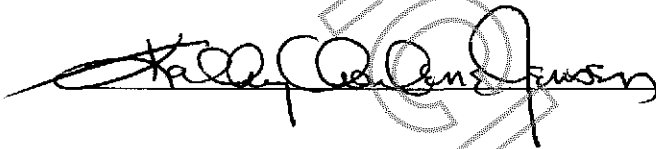
By  \_\_\_\_\_  
(Signature) Barbara A. Edwards  
(Title) Vice President Loan Documentation

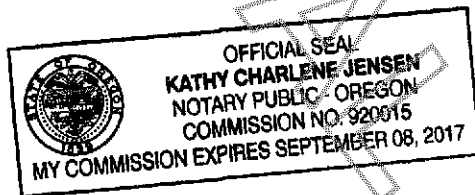
APR 07 2015  
Date

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Multnomah )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7 day of April, 2015, by Barbara A. Edwards, 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.

 (Notary Public)



**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

  
\_\_\_\_\_  
(Signature) JAMES C NOTARO

17 APR 15

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature) JESSICA J NOTARO

4-17-15

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

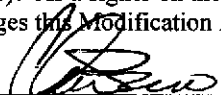
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

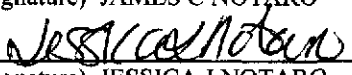
\_\_\_\_\_  
(Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

  
\_\_\_\_\_  
(Signature) JAMES C NOTARO

17 APR 15

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature) JESSICA J NOTARO

4-17-15

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**For An Individual Acting In His/Her Own Right:**

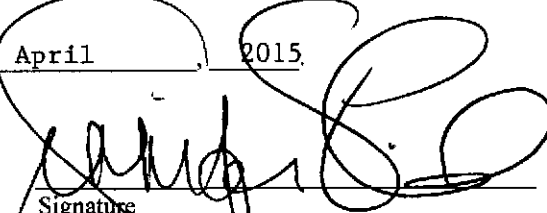
State of Washington

County of Skagit

On this day personally appeared before me James C. Notaro and Jessica J. Notaro

(here insert the name of grantor or grantors) to me known to be the individual, or individuals described in and who executed he within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 17th day of April, 2015.

Witness my hand and notarial seal on this the 17th day of April, 2015.

  
Signature  
Jennifer J. Lind  
Print Name:  
Notary Public

[NOTARIAL SEAL]

My commission Expires: 10/01/2018

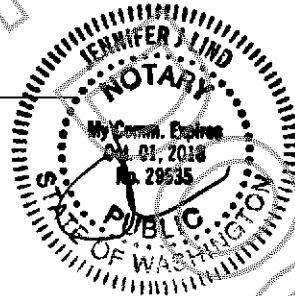


EXHIBIT A

Reference Number: 7035215944

**Legal Description:**

The West 1/2 of Lot 7, and all of Lots 8 through 10, inclusive, Block 230, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

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