Skagit County Auditor, WA

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 AND MODIFICATION OF SHORT FORM OPEN-END DEED OF TRUST

Grantor(s)

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

JAMES CHRISTOPHER NOTARO JESSICA J NOTARO

Grantee(s)

Quicken Loans Inc., ISAOA 635 WOODWARD AVE, DETROIT, MI 48226

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

LOTS 10,9,8, W 1/2 OF 7, BLOCK 230, MAP OF ANACORTES

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:

Additional references Document ID# 201804180079 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.

RD: 11/18/2019 Instrument # 201911180105

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 MAC P6050-017 P.O. Box 4149 Portland, OR 97208-4149 1-800-945-3056

[Space Above This Line for Recording Data]

Reference: 7035215944 - 20180600009723

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

Effective Date: 10/30/2019

Owner(s):

JAMES CHRISTOPHER NOTARO

JESSICA J NOTARO

(individually and collectively "Owner(s)")

Borrower(s)

JAMES CHRISTOPHER NOTARO

JESSICA J NOTARO

(individually and collectively "Borrower(s)")

Current Line of Credit Recorded Commitment \$250,000.00 being reduced to \$202,400.00.

Senior Lender: Quicken Loans Inc., ISAOA

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 ST, 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 CHRISTOPHER 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 23rd day of March, 2018, and which was filed on in Document ID# 201804180079 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 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 \$436,000.00 (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.

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. If, however, the New Loan or Amended Loan exceeds \$436,000.00 the Subordination Agreement is VOID. Further, if the Borrower(s) do not agree to the reduced credit limit, if applicable, then this Agreement is VOID.



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 Quicken Loans Inc., ISAOA, as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Official Records in the Office of the Auditor of the County of N/A, State of Washington (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 Reduce 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 \$250,000.00 to the new credit limit of \$202,400.00.

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 \$250,000.00 to \$202,400.00.

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

B. Agreement to Subordinate



If all terms and conditions set forth in this Agreement are met, the 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.



If all the terms and conditions set forth in this Agreement are met, 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.

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 nonelection 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 nonelection 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 Fanko Dank, N.A.

Lynda F. McDowell

Vice President Loan Doeumentation

OCT 8 0 2019

Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATEOF	Oregon)		
)ss.		
COUNTY OF	Washington)	,	•
The foregoing S	ubordination Agreeme	nt was acknowledged bef	fore me, a notary public or ot	her official qualified to
administer oaths	this 30 day of	October		da F. McDowell, as
Vice President I	oan Documentation of	Wells Fargo Bank, N.A.	, the Subordinating Lender, of	on behalf of said
Subordinating L	ender pursuant to auth	ority granted by its Board	of Directors. S/he is persona	ally known to me or has
produced satisfa	ctory proof of his/her i	dentity.	•	•
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Dimole	la ke low	(Nota	ry Public)	
Bernadette Jane	Polischuk	· ·	•	

OFFICIAL STAMP
BERNADETTE JANE POLISCHUK
NOTARY PUBLIC - OREGON
COMMISSION NO. 945875
MY COMMISSION EXPIRES JANUARY 6, 2020

BORROWER(S): I received and read a completed copy of this Modific of all its terms.	ation Agreement before I signed it. I ag
	11-2-16
Signature) JAMES CHRISTOPHER NOTARO	(Date)
ASI Callela	11-2-19 (Date) 11-2-19 (Date)
Signature) JESSICA J NOTARO	(Date)
(Signature)	(Date)
Signature)	(Date)
Signature)	(Date)
Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
WNER(S): As a signer on the Security Instrument under the Line of Cocknowledges this Modification Agreement and agrees to its terms, and a	receipt of a copy of the same.
	//-2-19 (Date) //-2-19 (Date)
(Signature) JAMES CHRISTOPHER, NOTARO	(Date)
16 ST Callotaro	11-2-19
(Signature) JESSICA J NOTARO	(Date)
(Signature)	(Date)
Signature)	(Date)
(Signature)	(Date)

For An Individual Acting In His/Her Own Right:	
State of UA,	
County of SKAg, +	
On this day personally appeared before me James	Christopher Notaro,
Jessica I NotAR	.o
(here insert the name of grantor or grantors) to me known to executed the within and foregoing instrument, and acknowle their) free and voluntary act and deed, for the uses and purp	edged that he (she or they) signed the same as his (her or coses therein mentioned. Given under my hand and
official seal this 2nd day of November	<u>, 2019</u>
Witness my hand and notarial seal on this the 2nd day	or November 249
	MIRRIE
[NOTARIAL SEAL]	Print Name: Robert Russell Lihan Notary Public
	My commission expires: 8/3/23
14	********
	ROBERT RUSSELL KIHM Notary Public State of Washington
Му	Commission # 180022 Comm. Expires Aug 31, 2023

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 3772-230-010-0001

Land situated in the City of Anacortes in the County of Skagit in the State of WA

LOTS 10, 9, 8 AND WEST 1/2 OF LOT 7, BLOCK 230, ORIGINAL MAP OF THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. Parcel ID: 3772-230-010-0001

Commonly known as: 2316 20th St, Anacortes, WA 98221-7410

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES