AFN #2010176121 Recorded 08/09/10 at 08:39 AM DocType: MTGS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

### **RETURN ADDRESS:**

LSI Non-Aqua Dept./ Anabel Garcia 2550 N Red Hill Ave. Santa Ana, CA 92705

5cm31813

DOCUMENT TITLE(S): Subordination Agreement

REFERENCE NUMBER(S) OR RELATED DOCUMENTS: 8816849

2006/6/752

**GRANTOR(S): SETH R BARNETT** 

JODI L BARNETT

GRANTEE(S): WELLS FARGO BANK, N.A.

TRUSTEE: NORTHWEST TRUSTEE SERVICES LLC

LEGAL DESCRIPTION: PORTION OF LOT 4, WARD ACRES ANNEX

Assessor's Tax Parcel ID Number: 01050640071200

The County Auditor will rely on the information provided on this form. The staff will not read the document to verify the accuracy of completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

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 parts of the text of the original document. The fee for non-standard processing is \$50.00

Signature of Requesting Party

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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: 494049512055515

Account: XXX-XXX-XXX3085-0001

SUBORDINATION AGREEMENT
SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 6/17/2010

Owner(s):

JODI L BARNETT

SETH R BARNETT

Current Lien Amount: \$76,100.00.

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: 222 WARD RD., WASHOUGAL, WA 98671

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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.

SETH R BARNETT AND JODI L BARNETT, 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) given by the Owner, covering that real property, more particularly described as follows:

#### See Exhibit A

which document is dated the 26th day of May, 2006, which was filed in Document ID# 2006161752 at page N/A (or as No. N/A) of the Official Records in the Office of the Auditor of the County of CLARK, State of Washington (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to JODI L BARNETT and SETH R BARNETT (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 \$291,914.00 (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.

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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:	4 / / >
Wells Fargo Bank, M.A.	T. 1 / 1
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By // 4	<u>6/17/2010</u>
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Barbara Edwards	
(Printed Name)	<del></del>
(2.111100.1111110)	
Work Director	
(Title)	
(Title)	
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FOR NOTARIZATION OF LENDER PERSONNEL	
TOR NOTARIZATION OF BEINDERT ERSONNESS	
STATE OF Oregon	A 1
)ss.	
COUNTY OF Washington )	_ \ \
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The foregoing Subordination Agreement was acknowledged	before me, a notary public or other official qualified to
· 74 — 10-1	, by Barbara Edwards, as Work Director of the
Solve direction I and a named allows on helpful of soid Subar	
Subordinating Lender named above, on behalf of said Subor	
Board of Directors. She is personally known to me or has p	roduced satisfactory proof of his/her identity.
(Notary Public	A PERSONAL OF ALL
(Notary Public	OFFICIAL SEAL DOUGLAS J STERMER
UV	NOTARY PUBLIC - OREGON
	COMMISSION NO. 447988
	MY COMMISSION EXPIRES APRIL 01, 2014
	MT COMMODICITES A MEET

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# LEGAL DESCRIPTION EXHIBIT "A"

The North 635.16 feet of Lot 4, Ward Acres Annex, as per Plat filed in Book A of Plats, Page 152, Records of Skamania County, Washington.

Also known as Lot 1, of Hale Short Plat, recorded April 11, 1978, under Auditor's File No. 86103, Records of Skamania County, Washington.

APN: 01050640071200

(Order Id # 8816849)