

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Return Address:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-90900

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

sctc 31923

1. **SUBORDINATION AGREEMENT**

SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Grantor(s) Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104

Grantee(s) Network Capital/wells Fargo

1.

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

Recorded 10/7/2010 in Auditor File No. 2010176577

S36 T3N R7E

Additional legal description is on page 5 See Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 03-75-36-4-0-1500-00

Reference Number(s) of Documents assigned or released: 297537152209515

Additional references Document ID# 2007166472 at page N/A (or as No. N/A) of the Official Records in the
Office of the Auditor of the County of SKAMANIA, 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: 297537152209515

Account: XXX-XXX-XXX4153-0001

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

Effective Date: 9/3/2010

Owner(s): JUDITH Y MILLER
DONALD S MILLER

Current Lien Amount: \$35,500.00.

Senior Lender: Network Capital/wells Fargo

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: 45602 STATE HWY 14, STEVENSON, WA 98648

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.

DONALD S. MILLER AND JUDITH Y. MILLER, 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 7th day of June, 2007, which was filed in Document ID# 2007166472 at page N/A (or as No. N/A) of the Official Records in the Office of the Auditor of the County of SKAMANIA, 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 JUDITH Y MILLER and DONALD S MILLER (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 \$410,000.00 (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. 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

(Signature)

9/3/2010

Date

Christopher L. Wheeler

(Printed Name)


Officer

(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 3 day of Sept, 2010, by Christopher L. Wheeler, as Officer of the Subordinating Lender named above, 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)



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Marcella M. Lowry ID # 7284791

Exhibit A

Reference Number: 297537152209515

Legal Description:

That portion of Government Lot 13, Section 36, Township 3 North, Range 7½ East of the Willamette Meridian, lying Southerly of Primary State Highway 14 and Northerly of the Spokane, Portland and Seattle Railway right of way, EXCEPT that portion thereof lying Easterly of the following described line; Beginning at the intersection of the East line of said Section 36 with the centerline of said Highway 14; thence following the centerline of said road in a Southwesterly direction 400 feet, more or less, to the center of an existing culvert at State Highway Engineer's Station 119+30 and beginning of said line description; thence Southerly following the center of said culvert and the center of the channel of an unnamed creek to intersect the Northerly right of way line of Spokane, Portland and Seattle Railway Company and the terminus of said line description.