

**RETURN ADDRESS:**

**LSI**  
**Non-Aqua Dept. / Renee Monroy**  
**5 Peters Canyon Rd. Suite 200**  
**Irvine, CA. 92606**

137261  
**DOCUMENT TITLE(S): Subordination Agreement**

**REFERENCE NUMBER(S) OR RELATED DOCUMENTS: 13453495**

2009172583  
**GRANTOR(S): RICHARD MAHAR**  
**Richard Paul Mahar**  
**Richard P. Mahar**

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

**TRUSTEE: NORTHWEST TRUSTEE SERVICES LLC**

**LEGAL DESCRIPTION: LOT(S) 4, OF SP2-83**

**Assessor's Tax Parcel ID Number: 02-05-34-0-0-0808-00**

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

**This Instrument Prepared by:**  
Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

MT

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[Space Above This Line for Recording Data]

Reference: 499099751608

Account: XXX-XXX-XXX1210-1998

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

Effective Date: 2/14/2012

Owner(s): RICHARD P MAHAR  
CHERI M MAHAR

Current Lien Amount: \$50,000.00.

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: 361 SPRINKLE RD, WASHOUGAL, WA 98671

**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.

RICHARD P MAHAR AND CHERI M MAHAR WHO ACQUIRED TITLE AS RICHARD MAHAR AND CHERI MAHAR, 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 Open-End Deed of Trust (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

HE360 SUB ONLY - WA (rev 20120208)  
0000000000419983

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See Exhibit A

which document is dated the 25th day of March, 2009, which was filed in AFN# 2009172583 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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to RICHARD P MAHAR and CHERI M MAHAR (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 \$249,745.00 (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  2/14/2012  
(Signature) Date

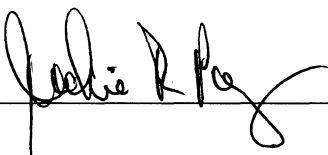
Barbara A. Edwards  
(Printed Name)

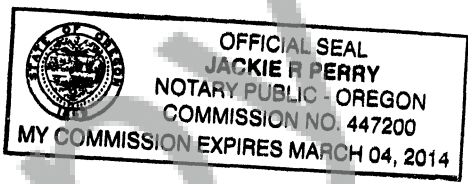
Work Director  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
 )ss.  
COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 14 day of Feb, 2012, by Barbara A. Edwards, as Work Director 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)



**LEGAL DESCRIPTION  
EXHIBIT "A"**

**Lot 4 of the W. Jack Sprinkel Short Plat, recorded in Book "2" of Short Plats, Page 83, Records of Skamania County, Washington.**

**APN: 02-05-34-0-0-0808-00**

**(Order Id # 13453495)**

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