AFN #2013001746 Recorded 08/07/2013 at 11:33 AM DocType: SUBOR Filed by: FIRST

AMERICAN Page: 1 of 6 Auditor Timothy O. Todd Skamania County, WA

WHEN RECORDED, RETURN TO: FIRST AMERICAN MORTGAGE SERVICES 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

-Please print or type information WASHINGTON RECORDER'S Cover Sheet (RCW 65.04)

**Document Title(s): SUBORDINATION AGREEMENT** 

Reference Number(s) of Related Documents: DOC ID 2006162914

Additional reference #'s on page of document

2013001745

Grantor(s): ERIK LUNDBY, GRETA LUNDBY AND WELLS FARGO BANK, N.A.

Grantee(s): GREEN TREE SERVICING LLC

Legal description: N 422' OF THE E 230' SE/4 OF THE SW/4 OF SW/4 S11 T3N

R9E.

Complete Legal Description: PAGE 6

Assessor's Property Tax Parcel/Account Number: 03091130250000

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

I am requesting an emergency nonstandard 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 part of the text of the original document.

Signature of Requesting

Party

AFN #2013001746 Page: 2 of 6

#### 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** SHORT FORM DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Grantor(s)

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

ERIK LUNDBY GRETA LUNDBY

7945909

Grantee(s)

Green Tree Servicing LLC

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

4351 COOK UNDERWOOD RD, COOK, WA 98605

THE NORTH 422 FEET OF THE EAST 230 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON. EXCEPT THE NORTH 214 FEET THEREOF.

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

Assessor's Property Tax Parcel or Account Number: 03-09-11-3-0-2500-00

Reference Number(s) of Documents assigned or released: 102195246

Additional references Document ID# 2006162914 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.

HE360 SUB ONLY - WA (rev 20120217) 0000000000745674

Page 1 of 4

AFN #2013001746 Page: 3 of 6

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: 102195246

Account: XXX-XXX-XXX1860-1998

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

Effective Date: 7/3/2013

Owner(s):

ERIK LUNDBY

**GRETA LUNDBY** 

Current Lien Amount: \$51,000.00.

Senior Lender: Green Tree Servicing LLC

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: 4351 COOK UNDERWOOD RD, COOK, WA 98605

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.

ERIK LUNDBY AND GRETA LUNDBY, 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) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

HE360 SUB ONLY - WA (rev 20120217) 0000000000745674

Page 2 of 4

AFN #2013001746 Page: 4 of 6

which document is dated the 31st day of August, 2006, which was filed in Document ID# 2006162914 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 ERIK LUNDBY and GRETA LUNDBY (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 \$251,000.00 (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.

HE360 SUB ONLY - WA (rev 20120217) 0000000000745674

| SUBORDINATING LENDER:   |                                  |
|---|----------------------------------|
| Wells Fargo Bank, N.A.  |                                  |
| By Jami Am Marchetti  | JUL <b>0 3</b> 2013              |
| (Signature)   | Date                             |
| Jamie Ann Marchetti   |                                  |
| (Printed Name)  | _                                |
| Vice President Loan Documentation   | _                                |
| (Title)   |                                  |
| FOR NOTARIZATION OF LENDER PERSONNEL  |                                  |
| STATE OF Oregon   |                                  |
| )ss.  |                                  |
| COUNTY OF Multnomah )   |                                  |
| The foregoing Subordination Agreement was acknowledged before me, a notary public   | c or other official qualified to |
| administer oaths this 3 day of 2017, by Jamie Ann Marche Documentation of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of sa pursuant to authority granted by its Board of Directors. S/he is personally known to m proof of his/her identity. | id Subordinating Lender          |
|   |                                  |
| (Notary Public)   |                                  |
|   |                                  |
| OFFICIAL SEAL DYLAN M SIMS NOTARY PUBLIC - OREGON COMMISSION NO. 476405 MY COMMISSION EXPIRES MARCH 10, 2017  | 77                               |

AFN #2013001746 Page: 6 of 6

## Exhibit "A"

Real property in the City of **Cook**, County of **SKAMANIA**, State of **Washington**, described as follows:

THE NORTH 422 FEET OF THE EAST 230 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON. EXCEPT THE NORTH 214 FEET THEREOF.

FOR INFORMATION ONLY:

N 422' OF THE E 230' SE/4 OF THE SW/4 OF SW/4 S11 T3N R9E

Commonly known as: 4351 Cook-Underwood Rd, Cook, WA 98605

APN #: **03091130250000** 

WA

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

