

80000128620271001
SR Number: 1-13379930

WHEN RECORDED MAIL TO:

GM Family First
500 Enterprise Road
Horsham, PA 19044
ATTN: Terry Sanders

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made September 8, 2003, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation**.

WITNESSETH:

THAT WHEREAS DANNY G. HUDSON and HELEN E. HUDSON, Husband and Wife, residing at 2029 BROOK HIGHLAND RIDGE, BIRMINGHAM AL 35242, , did execute a Mortgage dated 10/26/01 to **GMAC MORTGAGE CORPORATION** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 50,000.00 dated 10/26/01 in favor of **GMAC Mortgage Corporation**, which Mortgage was recorded in Instrument 2001/48388.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 43,000.00 dated Sept. 12, 2003 in favor of **GMAC MORTGAGE CORPORATION**, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **GMAC MORTGAGE CORPORATION** mortgage first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of **GMAC MORTGAGE CORPORATION** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **GMAC MORTGAGE CORPORATION** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **GMAC MORTGAGE CORPORATION** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

By: *Alyssa Domico*
ALYSSA DOMICO
By: *Ash Patel*
ASH PATEL
By: *Alyssa Domico*
ALYSSA DOMICO
By: *Ash Patel*
ASH PATEL

GMAC MORTGAGE CORPORATION
By: *Marnessa Birckett*
Marnessa Birckett
Title: Limited Signing Officer
Attest: *Sean Flanagan*
Sean Flanagan
Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

:
:ss
:

COUNTY OF MONTGOMERY

On 9/8/03, before me **TERESA LORINO**, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Sean Flanagan personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Teresa Lorino
Notary Public

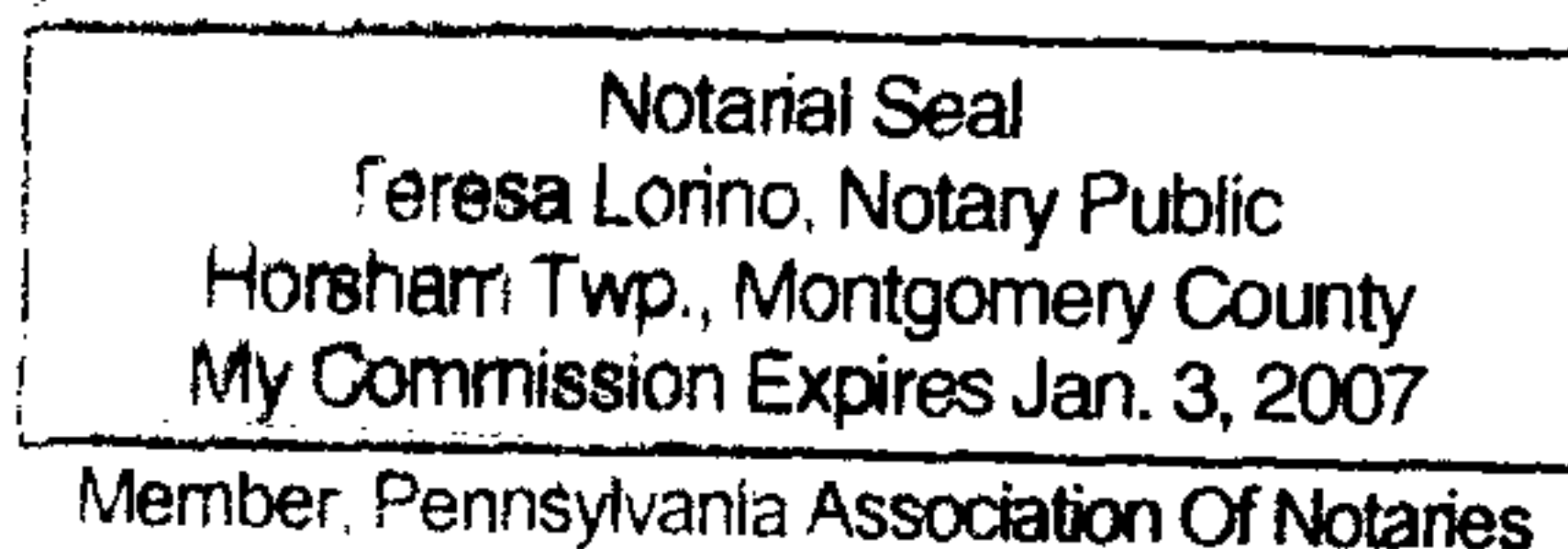


EXHIBIT "A"

Part of the NE 1/4 of the SW 1/4 of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the southeast corner of the NE 1/4 of the SW 1/4 of Section 30, Township 18 South, Range 1 West, run North along the east line of said 1/4 1/4 section for a distance of 375 feet to a point of beginning; thence turn an angle to the left of 90 degrees and run in a westerly direction for a distance of 345.38 feet; thence turn an angle to the right of 117 degrees 15' 17" and run in a northeasterly direction for a distance of 215.60 feet; thence turn an angle to the right of 1 degree 06' 40" and run in a northeasterly direction for a distance of 166.74 feet; thence turn an angle to the left of 7 degrees 20' and run in a northeasterly direction for a distance of 257.29 feet to the centerline of a County Road; thence turn an angle to the right of 125 degrees 55' 01" and run in a southeasterly direction for a distance of 137.68 feet to a point on the east line of said NE 1/4 of SW 1/4; thence turn an angle to the right of 33 degrees 03' 03" and run south along the east line of said NE 1/4 of SW 1/4 for a distance of 463.13 feet, more or less, to the point of beginning.

Less and except a strip of land being 30 feet wide measured from the centerline of the existing dirt County Road.

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.