

7439889106

WHEN RECORDED MAIL TO:

Homecoming Financial, LLC

500 Enterprise Road
Horsham, PA 19044
Prepared by: Tamika Scott

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made August 21, 2007, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration System Inc..**

W I T N E S S E T H:

THAT WHEREAS Gabriel McCray and Constance A. McCray, residing at 136 Scarlet Lane Chelsea Al 35043, did execute a Mortgage dated 8/12/05 to **Mortgage Electronic Registration Systems Inc** covering:

~~xxxxxx~~ ~~SEE ATTACHED~~ Lot 3, according to the Map and Survey of Chesser Plantation, Phase 1, Sector 2, recorded in Map Book 33, Page 121, in the Probate Office of Shelby County, Alabama.

To Secure a Note in the sum of \$ 49,418.00 dated 8/12/05 in favor of **Mortgage Electronic Registration Systems Inc**, which Mortgage was recorded 10/15/05 as Instrument No. 20051018000541340.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 200,500.00 dated 8/24/07 in favor of **Indymac Bank**, 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 **Mortgage Electronic Registration System Inc.** 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 **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned.

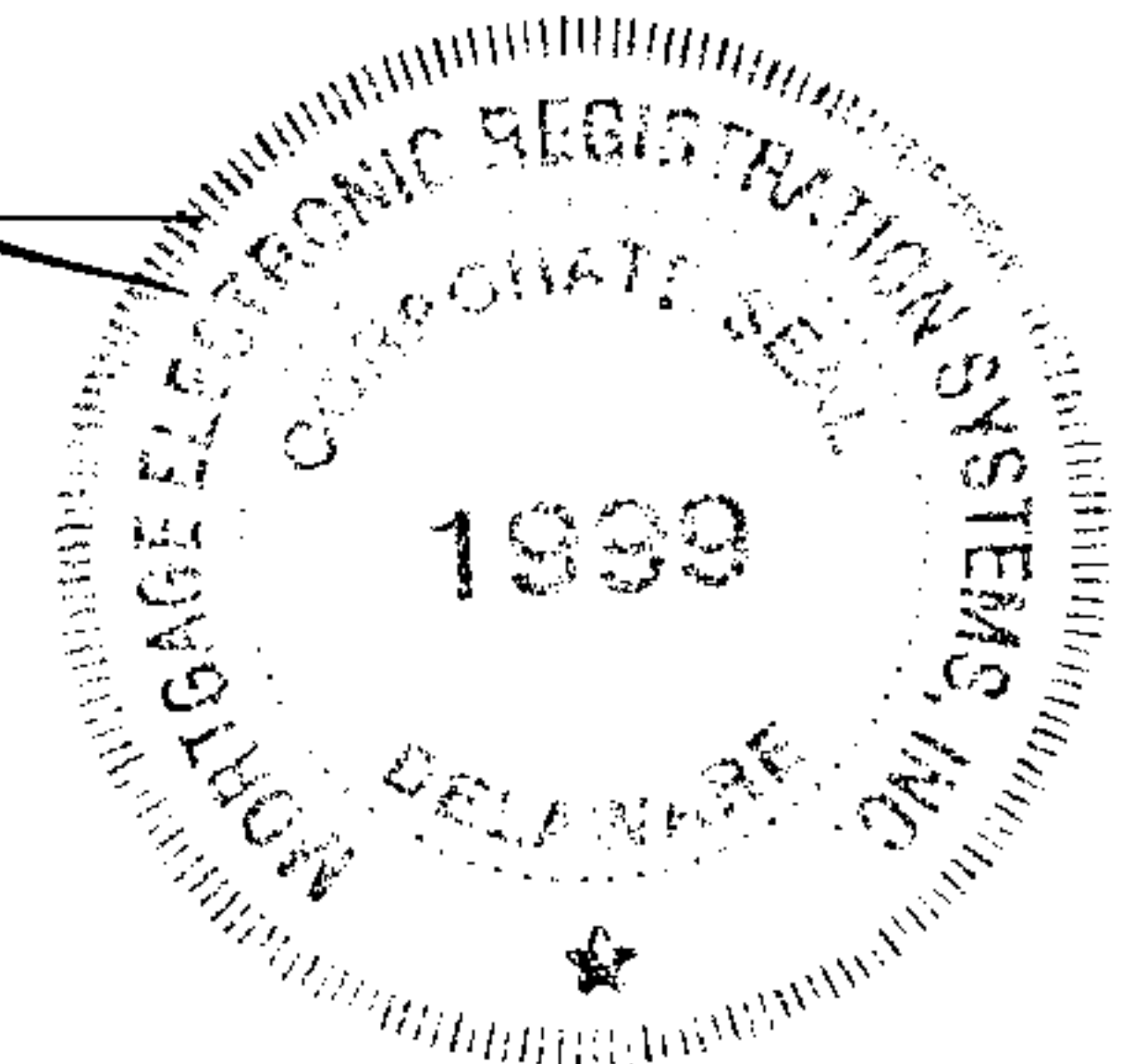
(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc.** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

By: [Signature]
Joe Schrader
By: [Signature]
Vernice Mainor
By: [Signature]
Joe Schrader
By: [Signature]
Vernice Mainor

Mortgage Electronic Registration Systems, Inc.

By: [Signature]
Bernard J. Smith
Title: Vice President
Attest: [Signature]
Debra Chieffe
Title: Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA

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:

COUNTY OF MONTGOMERY

On 8/21/07, before me Jarrett Maisey, the undersigned, a Notary Public in and for said County and State, personally appeared Bernard J. Smith personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and Debra Chieffe personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary 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.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jarrett Maisey, Notary Public
Horsham Twp., Montgomery County
My Commission Expires July 29, 2009
Member, Pennsylvania Association of Notaries