

8147601230

WHEN RECORDED MAIL TO:

GMAC Mortgage , LLC

1100 Virginia Dr.
Fort Washington, PA 19034
Prepared by: Pat Kennard

5242520

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made January 29, 2008, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc..**

WITNESSETH:

THAT WHEREAS Willie James Jennings , residing at 2302 Kristen Drive Pelham, AL 35124, did execute a Mortgage dated 03/06/04 to **Mortgage Electronic Registration Systems, Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 40,000.00 dated 03/06/04 in favor of **Mortgage Electronic Registration Systems, Inc.**, which Mortgage was recorded 4/14/04 as 20040414000192920.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 136,000.00 dated 3.3.08 in favor of **GMAC Mortgage, LLC**, 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 Systems, 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:



20080701000267890 2/4 \$20.00
Shelby Cnty Judge of Probate, AL
07/01/2008 02:39:40PM FILED/CERT

(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:

Mortgage Electronic Registration Systems, Inc.

By: Pat Kennard
Pat Kennard

By: Kim Johnson
Kim Johnson

By: Pat Kennard
Pat Kennard

By: Kim Johnson
Kim Johnson

By: Marnessa Birckett

Title: Assistant Secretary

Attest: Sean Flanagan

Title: Vice President



COMMONWEALTH OF PENNSYLVANIA

:
:ss

COUNTY OF MONTGOMERY

:

On 1-29-08, before me Tamika Scott, 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 Assistant Secretary, and Sean Flanagan personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President 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.

Tamika Scott
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tamika Scott, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Nov. 27, 2010
Member, Pennsylvania Association of Notaries

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE WESTERLY ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 383.10 FEET TO A POINT, THENCE TURN AN ANGLE OF 44 DEGREES 28 MINUTES 21 SECONDS RIGHT AND RUN NORTHWESTERLY A DISTANCE OF 108.18 FEET TO A POINT, THENCE TURN AN ANGLE OF 77 DEGREES 45 MINUTES 51 SECONDS RIGHT AND RUN A DISTANCE OF 214.29 FEET TO A POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED, THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 103.0 FEET TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES LEFT AND RUN A DISTANCE OF 205.0 FEET TO A POINT ON THE EAST LINE OF KRISTEN DRIVE FORMERLY KNOWN AS KRISTEN CIRCLE, THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES LEFT AND RUN SOUTHWESTERLY ALONG THE SAID EAST LINE OF SAID KRISTEN DRIVE FORMERLY KNOWN AS KRISTEN CIRCLE A DISTANCE OF 103.0 FEET TO A POINT, THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES LEFT AND RUN SOUTHEASTERLY A DISTANCE OF 205.0 FEET TO THE POINT OF BEGINNING.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO WILLIE JAMES JENNINGS AND WIFE, CHRISTAL MAYE JENNINGS FROM LEONARD S. KENDRICK, A MARRIED MAN BY HIS ATTORNEY IN FACT KENNETH LEE CATES BY DEED DATED 07/08/87 AND RECORDED 07/15/87 IN BOOK 140, PAGE 553 IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 131021000008014
WILLIE JAMES JENNINGS AND WIFE, CHRISTAL MAYE JENNINGS,
FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF
EITHER OF THEM, THEN SURVIVOR OF THEM

13864353

20080701000267890 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
07/01/2008 02:39:40PM FILED/CERT

EXHIBIT A
(continued)

2302 KRISTEN CIRCLE, PELHAM AL 35124
Loan Reference Number : 5242520/000687018283
First American Order No: 13864353
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



JENNINGS
37958011

AL

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

