20091211000455670 1/3 \$17.00 Shelby Cnty Judge of Probate, AL 12/11/2009 12:26:16 PM FILED/CERT

8127158405

WHEN RECORDED MAIL TO:

L627030/ Ditech.com, LLC

1100 Virginia Drive Ft. Washington, PA 19034 Prepared by: Kim Johnson

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made November 11, 2009, 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 James S. Klich and Rita F. Klich, residing at 1233 Lake Point Dr. Birmingham, AL. 35244, did execute a Mortgage dated 12/19/03 to Mortgage Electronic Registration Systems, Inc. covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 60,000.00 dated 12/19/03 in favor of Mortgage Electronic Registration Systems, Inc., which Mortgage was recorded 1/21/04 as Instrument# 200435580.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$179,500.00 dated ///24/09 in favor of Ally Bank Corp f/k/a GMAC 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 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:

(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.	
Joe Swaim	By: Mudalla Wal	
Kim Johnson Sy: Joe Swaim Kim Johnson	Attest: Title: Vice President Attest: Marnessa Title: Assistant Se	Birckett
		Cretary ONIC REGISTATION SYSTEM 1999
COMMONWEALTH OF PENNSYLVA	NIA : :ss	OF CELAWARE ON THE
COUNTY OF MONTGOMERY	• 55	THE AWARE ON THE

WITNESS my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Tamika Scott, Notary Public
Horsham Twp., Montgomery County
Wy Commission Expires Nov. 27, 2010

Member, Pennsylvania Association of Notaries

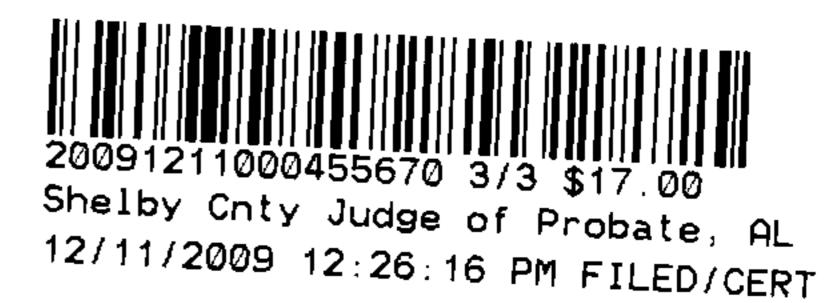


Exhibit "A"

The land referred to in this policy is situated in the STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM, and described as follows:

LOT 2035, ACCORDING TO THE SURVEY OF LAKE POINT ESTATES, FIRST ADDITION, AS RECORDED IN MAP BOOK 17, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

APN # 11-7-35-0-001-012.038

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request