

PREPARED BY: SARAH J. LEKANDER
AND Return To:
GoTitleDirect.com
National TitleSource
2550 University Avenue W. Suite 250S
St. Paul, MN 55114

81200166468552001

~~WHEN RECORDED MAIL TO:~~

ditech.com HOME EQUITY
CONSUMER LOAN SERVICING
500 Enterprise Road SUITE 150
Horsham PA 19044
ATTN: Gale Nesmith-Downing

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made July 23, 2001, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC MORTGAGE CORPORATION DBA DITECH**,

2001-34176
INV

08/13/2001-34176
02:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
14.00
002 MEL

WITNESSETH:

THAT WHEREAS, WILLIAM R HARNISH JR, residing at 1036 WILLOW CREEK WAY, ALABASTER AL 35007 did execute a Mortgage dated 08/17/2000 to GMAC Mortgage Corporation, formerly know as GMAC Mortgage Corporation of Pa., A Pennsylvania Corporation covering:

SEE ATTACHED

To Secure a Note in the sum of \$30,600.00 dated 08/17/2000 in favor of GMAC Mortgage Corporation, which Mortgage was recorded 09/28/2000 Volume 2000, PG 34280.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$117,701.00 dated July 17, 2001 in favor of WASHINGTON MUTUAL, 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 hereinbefore 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:

GMAC MORTGAGE CORPORATION,
DBA DITECH.COM

By: Jazrael Turner
Jazrael Turner
By: Knesha Richardson
Knesha Richardson
By: Jazrael Turner
Jazrael Turner
By: Knesha Richardson
Knesha Richardson

By: Ted Farabaugh
Ted Farabaugh
Title: Asst Vice-President
Attest: Mary McGrath
Mary McGrath
Title: Assistant Vice-President

COMMONWEALTH OF PENNSYLVANIA :

:SS

COUNTY OF MONTGOMERY :

On 7-23-01, before me Debra Chieffe, the undersigned, a Notary Public in and for said County and State, personally appeared Ted Farabaugh personally known to me (or proved to me on the basis of satisfactory evidence) to be the Asst Vice-President, and Mary McGrath personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant 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.

Debra Chieffe
Notary Public

NOTARIAL SEAL
DEBRA CHIEFFE, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires May 6, 2002

Inst # 2001-34176

08/13/2001-34176
02:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 14.00