

80000119946491001

**WHEN RECORDED MAIL TO:**

**GMAC Mortgage HOME EQUITY  
CONSUMER LOAN SERVICING  
500 Enterprise Road SUITE 150  
Horsham PA 19044  
ATTN: Patrina Jackson**

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made December 21, 2001, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation, formerly known as GMAC Mortgage Corporation of PA,**

**W I T N E S S E T H:**

**THAT WHEREAS, DAVID R. CLARKE and FRANCES CLARKE, husband and wife, residing at 109 OXFORD WAY, PELHAM AL 35124** did execute a Mortgage dated 06/16/2000 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 **\$67,300.00** dated **06/16/2000** in favor of **GMAC Mortgage Corporation,** which Mortgage was recorded \_\_\_\_\_.

**WHEREAS, Owner** has executed, or is about to execute, a Mortgage and Note in the sum of **\$252,650.00** dated 12-26-01 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 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.

01/08/2002-01226  
10:18 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 14.00

2002-01226

(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,

By: Terrance Leeks  
Terrance Leeks  
By: Shantell Curley  
Shantell Curley  
By: Terrance Leeks  
Terrance Leeks  
By: Shantell Curley  
Shantell Curley

By: Ted Farabaugh  
Ted Farabaugh  
Title: Asst: Vice-President  
Attest: Courtney Walker  
Courtney Walker  
Title: Assistant Vice-President

COMMONWEALTH OF PENNSYLVANIA

:  
:ss

COUNTY OF MONTGOMERY :

On 12/21/01, before me Joseph R. Schrader, 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 Courtney Walker 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.

Notary Public

NOTARIAL SEAL  
JOSEPH R. SCHRADER, Notary Public  
Upper Dublin Twp., Montgomery County  
My Commission Expires April 29, 2002

Inst # 2002-01226

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