

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 26th day of March 2002, by GMAC Mortgage Corporation (herein referred to as "GMAC"), in favor of GMAC Mortgage Corporation, it's successors and assigns (hereinafter referred to as "Lender").

Recitals

GMAC loaned to Lynn G. White, a single woman (the "Borrower", whether one or more) the sum of \$23,550.00. Such loan is evidenced by a note dated December 27, 2001, executed by Borrower in favor of GMAC, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded January 23, 2002, in Instrument Number 2002-03953 in the Probate Records of Shelby County, Alabama (the "GMAC Mortgage"). This mortgage was to be a second mortgage. GMAC also on December 27, 2001 loaned to Borrower the sum of \$125,600.00, which loan is evidenced by a promissory note dated December 27, 2001, executed by Borrower in favor of GMAC. The note is secured by a mortgage of the same dated, executed by Borrower and recorded in Instrument Number 2002-04024 in the Probate Records of Shelby County, Alabama. The mortgage recorded in Instrument Number 2002-04024 was intended to be the first mortgage. Inadvertently, the mortgage recorded in Instrument Number 2002-03953 was recorded prior to the intended first mortgage.

Agreement

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, GMAC agrees that the mortgage recorded in Instrument Number 2002-04024 shall be and remain at all times a lien or charge on the property covered by the mortgage prior and superior to the lien or charge of the GMAC recorded in Instrument Number 2002-03953 and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all said debt and on any and all such renewals and extensions, and to the extent of advances made under the note or mortgage necessary to preserve the rights or interest of lender thereunder, but not to extent of any other future advances.

IN WITNESS WHEREOF, GMAC has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

GMAC MORTGAGE CORPORATION

By:

Lisa Staskel-Leventry

Its:

Vice-president

STATE OF

Pennsylvania

COUNTY OF

Montgomery

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **Lisa Staskel-Leventry**, whose name as Vice President of GMAC Mortgage Corporation, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of March, 2002.

Diane J. Scannelli
Notary Public

My Commission Expires: _____

This Instrument Was Prepared By:

Inst # 2002-16705

Michael J. Romeo
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04/10/2002-16705
12:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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