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80000124277301001
SR Number: 1-4996042


20021028000529130 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
10/28/2002 08:05:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

GMAC Mortgage
Client Branded Solutions
500 Enterprise Road
Horsham, PA 19044
ATTN: Charlotte Hall

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made October 15, 2002, 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**.

WITNESSETH:

THAT WHEREAS DARRELL C. BOVEE and ANGELA A. BOVEE, Husband and Wife, residing at 122 HAMPTON LAKE DRIVE, PELHAM AL 35124, , did execute a Mortgage dated 5/24/01 to **GMAC Mortgage Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 100,000.00 dated 5/24/01 in favor of **GMAC Mortgage Corporation** formerly known as **GMAC Mortgage Corporation of PA**, which Mortgage was recorded as Recording Book No. _____ and Page No. 20021028000529130

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 229,800.00 dated _____ 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 herein before 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
formerly known as **GMAC Mortgage Corporation of PA,**

By: Latasha Cotton
Latasha Cotton
By: Michele Smith
Michele Smith
By: Latasha Cotton
Latasha Cotton
By: Michele Smith
Michele Smith

By: Marnessa Birckett
Marnessa Birckett
Title: Limited Signing Officer
Attest: Debra Chieffe
Debra Chieffe
Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA

:

:ss

COUNTY OF MONTGOMERY

:

On 10-15-02, before me Shantell D. Curley, 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 Limited Signing Officer, and Debra Chieffe personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer 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.

Shantell D. Curley
Notary Public

NOTARIAL SEAL
SHANTELL D. CURLEY, Notary Public
Horsham Twp., Montgomery County
My Commission Expires June 26, 2006