

81200184055652001
SR Number: 1-4908155

WHEN RECORDED MAIL TO:

ditech.com
500 Enterprise Road
Horsham, PA 19044
ATTN: Tamika Scott

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made November 26, 2002, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as M.E.R.S., **GMAC Mortgage Corporation doing business as ditech.com**.

W I T N E S S E T H:

THAT WHEREAS BRUCE D. BRELAND and DEBRA W. BRELAND, Husband and Wife, residing at 909 FALLING STAR LANE, ALABASTER AL 35007, , did execute a Mortgage dated 8/1/01 to **Mortgage Electronic Registration System, Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 21,500.00 dated 8/1/01 in favor of M.E.R.S., **GMAC Mortgage Corporation doing business as ditech.com**, which Mortgage was recorded 8/23/01 as INSTRUMENT NO. 2001-36196

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 143,000.00 dated 12-19-02 in favor of **SOUTHEASTERN MORTGAGE OF ALABAMA LLC**, 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 System, 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 System, Inc.** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration System, Inc.** mortgage first above mentioned.

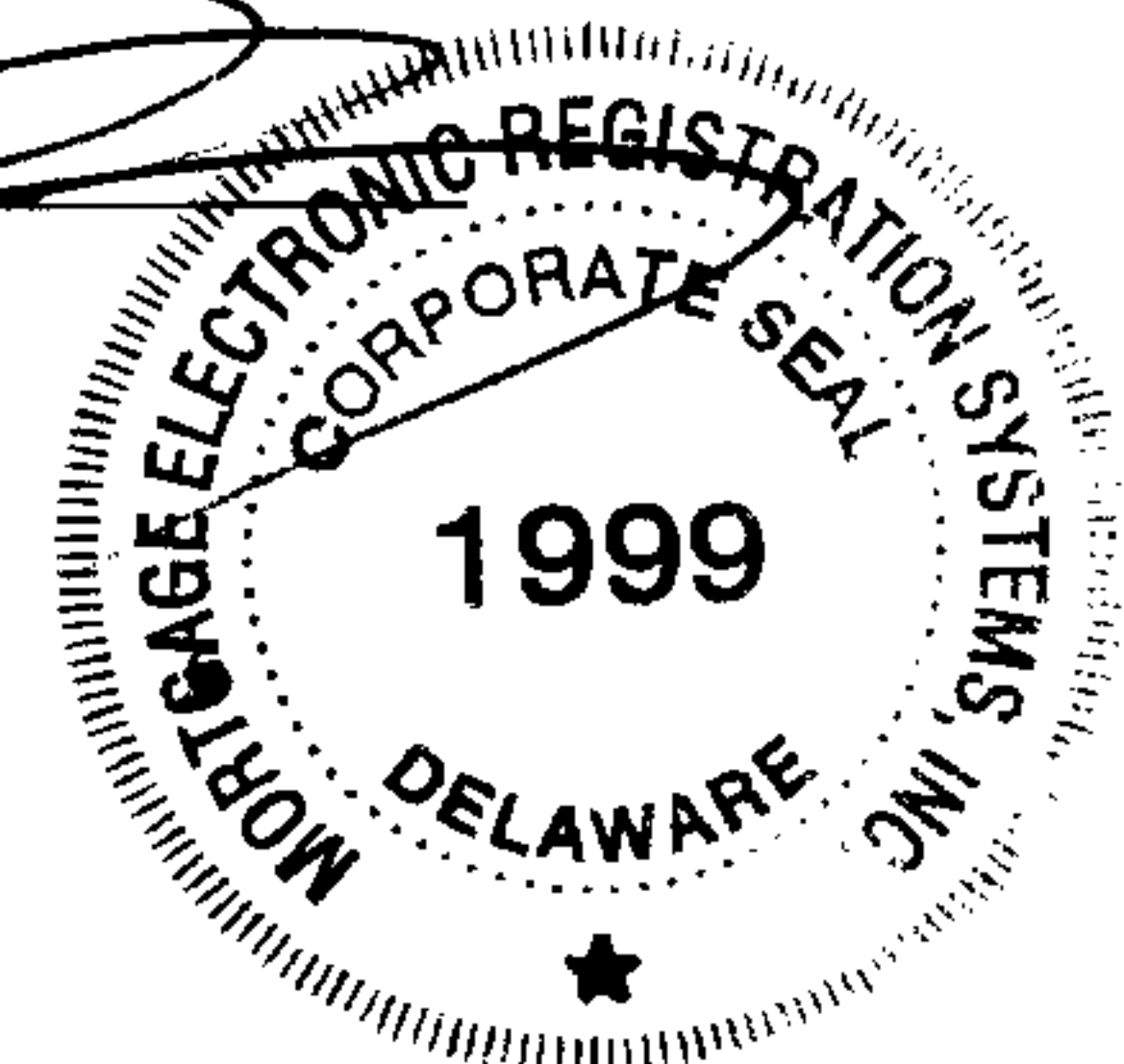
(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration System, Inc.** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

**Mortgage Electronic Registration
System, Inc.**

By: Sherene Kidd
Sherene Kidd
By: Alyssa Domico
Alyssa Domico
By: Sherene Kidd
Sherene Kidd
By: Alyssa Domico
Alyssa Domico

By: Marnessa Birckett
Marnessa Birckett
Title: Asst. Vice President
Attest: Sean Flanagan
Sean Flanagan
Title: Asst. Vice President



COMMONWEALTH OF PENNSYLVANIA

:
:ss
:

COUNTY OF MONTGOMERY

On 11/26/02, before me **Ann M. Sweeney**, 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 Sean Flanagan 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.

Ann M. Sweeney
Notary Public

Notarial Seal
Ann M. Sweeney, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Mar. 14, 2005
Member, Pennsylvania Association of Notaries