

81200171203972001  
SR Number: 1-5816131

**WHEN RECORDED MAIL TO:**

**ditech.com**  
500 Enterprise Road  
Horsham, PA 19044  
ATTN: Gale Nesmith

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made December 9, 2002, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation doing business as ditech.com**.

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

**THAT WHEREAS WILLIAM C WEAVER and KIMBERLY T WEAVER, Husband and Wife**, residing at 190 CRESTVIEW CIRCLE, MONTEVALLO AL 35115, , did execute a Mortgage dated 11/1/00 to **GMAC Mortgage Corporation DBA ditech.com** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 15,000.00 dated 11/1/00 in favor of **GMAC Mortgage Corporation doing business as ditech.com**, which Mortgage was recorded as Recording Document No. 2000-39326

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 105,010.00 dated Dec. 18, 2002 in favor of **Crescent Mortgage**, 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 DBA ditech.com** 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 DBA ditech.com** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **GMAC Mortgage Corporation DBA ditech.com** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **GMAC Mortgage Corporation DBA ditech.com** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

	<b>GMAC Mortgage Corporation</b> doing business as <b>ditech.com</b> ,
By: <u><i>Latasha Cotton</i></u> Latasha Cotton	By: <u><i>Courtney Walker</i></u> Courtney Walker
By: <u><i>Alyssa Domico</i></u> Alyssa Domico	Title: Limited Signing Officer
By: <u><i>Latasha Cotton</i></u> Latasha Cotton	Attest: <u><i>Sean Flanagan</i></u> Sean Flanagan
By: <u><i>Alyssa Domico</i></u> Alyssa Domico	Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA :  
:ss  
COUNTY OF MONTGOMERY :

On 12-9-02, before me Shantell D. Curley the undersigned, a Notary Public in and for said County and State, personally appeared Courtney Walker 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.

*Shantell D. Curley*  
Notary Public

Notarial Seal  
Shantell D. Curley, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires June 26, 2006  
Member, Pennsylvania Association Of Notaries