

80000127405381001

SR Number: 1-7377017

WHEN RECORDED MAIL TO:

GM Family First

500 Enterprise Road Horsham, PA 19044 ATTN: Latasha Cotton

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made January 21, 2003, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as GMAC Mortgage Corporation.

WITNESSETH:

THAT WHEREAS JEREMY S. WALDREP and BRANDI G. WALDREP, Husband and Wife, residing at 109 GRANDE VIEW CIRCLE, MAYLENE AL 35114, , did execute a Mortgage dated 7/30/01 to GMAC MORTGAGE CORPORATION covering:

SEE ATTACHED

which mortgage is to be recorded concurrently herewith; and

To Secure a Note in the sum of \$ 18,000.00 dated 7/30/01 in favor of GMAC Mortgage Corporation, which Mortgage was recorded 9/17/01 as Recording Book No and Page No20030/3000055685
WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of

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.

\$123,800.00 dated 1/24/03 in favor of GMAC MORTGAGE CORPORATION, here in

after referred to as "Lender", payable with interest and upon the terms and conditions described therein,

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 By: Michele Smith Debra Chieffe Limited Signing Officer /By: Title: lyssa Dømico Attest: Mighele Smith Charles Myrtetus Limited Signing Officer By: Title: Alyssa Domico CANAS. CANAS. COMMONWEALTH OF PENNSYLVANIA :SS **COUNTY OF MONTGOMERY** On , before me Christine Ruhl, the undersigned, a Notary Public in and for said County and State, personally appeared Debra Chieffe personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Charles Myrtetus 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 of the ial seal.

Notarial Seal
Christine Ruhl, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Feb. 6, 2006

Motary Public

Member, Pennsylvania Association Of Notaries

EXHIBIT "A"

Lot 19, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, as recorded in Map Book 19, Page 100, Shelby County, Alabama.

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.