

80020045685151001  
SR Number: 1-9082147

**WHEN RECORDED MAIL TO:**

**GM Family First**  
500 Enterprise Road  
Horsham, PA 19044  
ATTN: Charlotte Hall

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made March 26, 2003, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation**.

**WITNESSETH:**

**THAT WHEREAS DOUGLAS D. GREEN and CATHY H. GREEN, Husband and Wife**, residing at 113 STERLING GATE DRIVE, ALABASTER AL 35007, , did execute a Mortgage dated 2/12/02 to **GMAC Mortgage Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 30,100.00 dated 2/12/02 in favor of **GMAC Mortgage Corporation**, which Mortgage was recorded 3/14/02 as Recording Book No. 2002 and Page No. 12125.

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 215,600.00 dated March 21, 2003 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: \_\_\_\_\_

Michele Smith

By: \_\_\_\_\_

Terrance Leeks

By: \_\_\_\_\_

Michele Smith

By: \_\_\_\_\_

Terrance Leeks

By: \_\_\_\_\_

Ted Farabaugh

Title: \_\_\_\_\_

Limited Signing Officer

Attest: \_\_\_\_\_

Courtney Walker

Title: \_\_\_\_\_

Limited Signing Officer

**COMMONWEALTH OF PENNSYLVANIA**

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:ss

**COUNTY OF MONTGOMERY**

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On 3-26-03, before me Christine Ruhl, the undersigned, a Notary Public in and for said County and State, personally appeared Ted Farabaugh personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Courtney Walker 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.

Notary Public

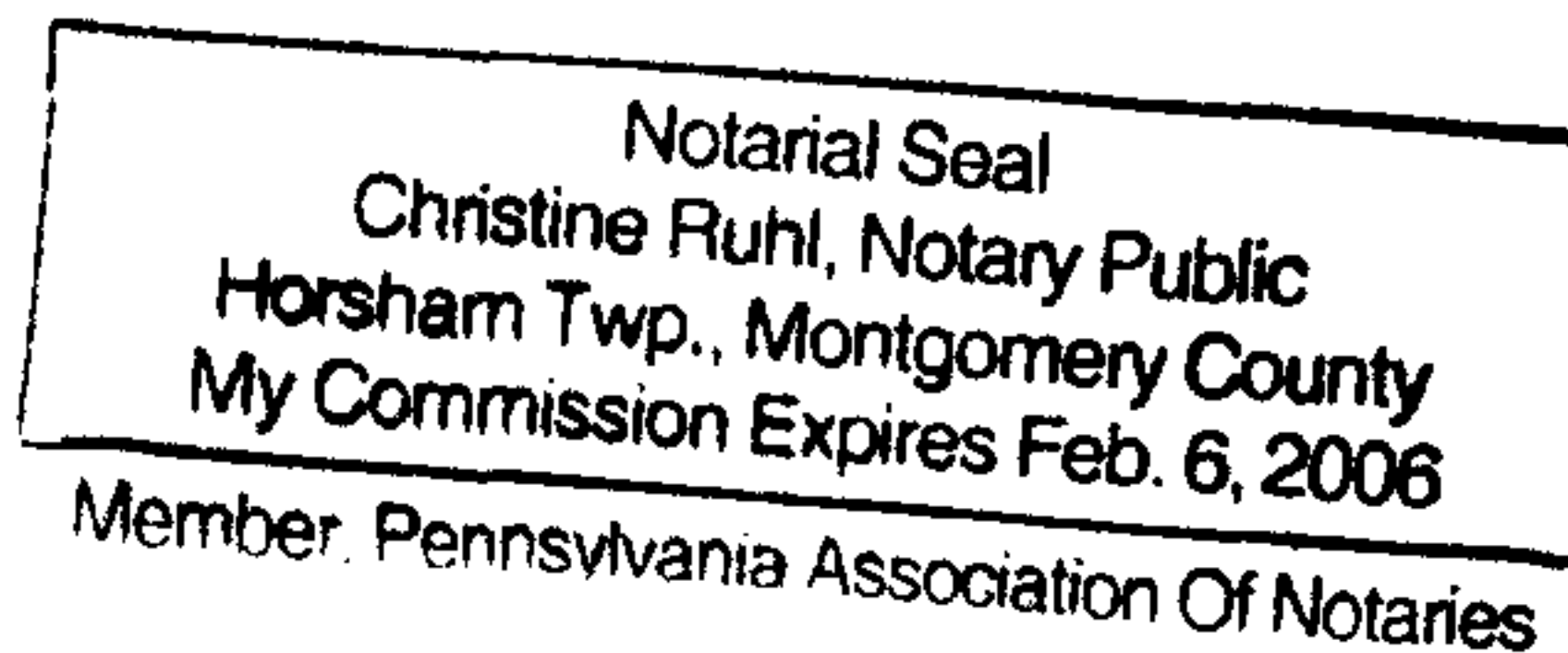


Exhibit A

Lot 3 according to the Survey of Sterling Gate Sector 1 as recorded in Map Book 19, Page 90,  
Shelby County, Alabama Records.