



20030609000360030 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
06/09/2003 13:54:00 FILED/CERTIFIED

4428425200446388

SR Number: 1-9670752

## WHEN RECORDED MAIL TO:

### **ditech.com**

500 Enterprise Road  
Horsham, PA 19044  
ATTN: Tamika Scott

## SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT**, made May 6, 2003, 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**.

### WITNESSETH:

**THAT WHEREAS GEORGE JOHN EHRHARDT III and DENISE W EHRHARDT, Husband and Wife**, residing at 2033 HIGHLANDS DRIVE, BIRMINGHAM AL 352443357, , did execute a Mortgage dated 12/17/99 to **GMAC Mortgage Corporation DBA ditech.com** covering: Lot 42, according to the Amended Map of The Highlands, 1st Sector, as recorded in Map Book 19, Page 132, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted. SEE ATTACHED or above

To Secure a Note in the sum of \$ 37,200.00 dated 12/17/99 in favor of **GMAC Mortgage Corporation doing business as ditech.com**, which Mortgage was recorded 12/17/99 as instrument no. 2000-863

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 228,000.00 dated ~~12/17/99~~ in favor of **Absolute Mortgage Services**, 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

~~12/17/99~~ 20030609000359970

**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.

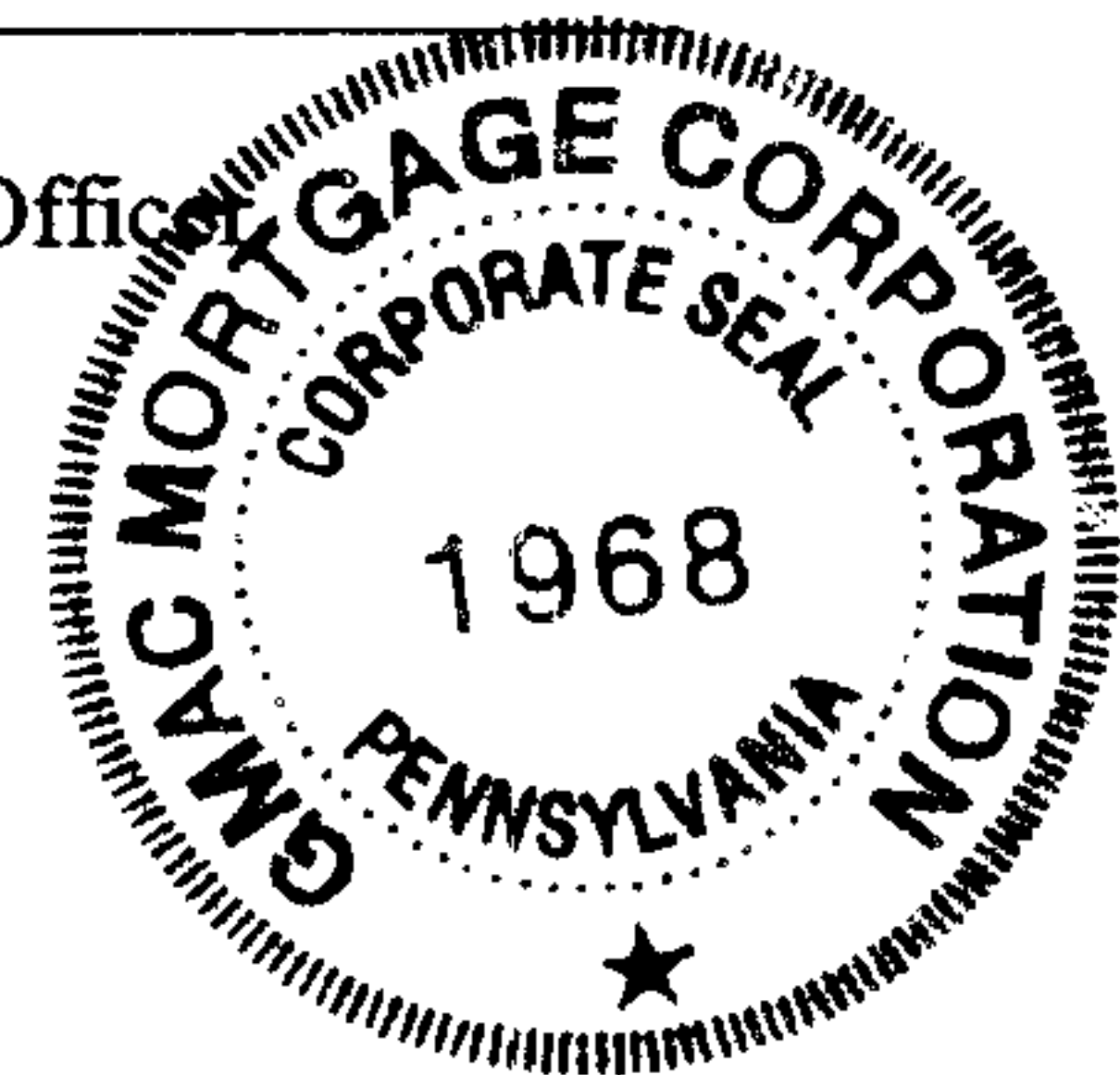
(2) Nothing herein contained shall affect the validity or enforceability of **Gmac Mortgage Corporation dba Ditech.com** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

**GMAC Mortgage Corporation**  
**Db a Ditech.com**

By: [Signature]  
By: Jaimie Vargas  
By: [Signature]  
By: Jaimie Vargas

By: [Signature]  
Charles Myrtetus  
Title: Limited Signing Officer  
Attest: [Signature]  
Ted Farabaugh  
Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

:  
:SS  
:

COUNTY OF MONTGOMERY

On 5/6/03, before me Donna C. Buckley, the undersigned, a Notary Public in and for said County and State, personally appeared Charles Myrtetus personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Ted Farabaugh 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.

Donna C. Buckley  
Notary Public

