

2007

**\*\*THIS IS A CORRECTIVE SUBORDINATION**

**4428425200151533**

SR Number: 1-5016029

20021105000548400 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
11/05/2002 09:52:00 FILED/CERTIFIED



20030623000391190 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
06/23/2003 10:11:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

**GMAC Mortgage  
Client Branded Solutions**

500 Enterprise Road  
Horsham, PA 19044  
ATTN: Charlotte Hall

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made October 16, 2002, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation** formerly known as **GMAC Mortgage Corporation of PA**.

**WITNESSETH:**

**THAT WHEREAS JOHN L. WOLFE and VICKI H. WOLFE**, Husband and Wife, residing at PO BOX 36953, BIRMINGHAM, AL 35236, , did execute a Mortgage dated 4/10/98 to **GMAC Mortgage Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 300,000.00 dated 4/10/98 in favor of **GMAC Mortgage Corporation** formerly known as **GMAC Mortgage Corporation of PA**, which Mortgage was recorded as Recording Book No. \_\_\_\_\_ and Page No. ~~20021105000548400~~ 1998-15583

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 300,700.00 dated 10/22/02 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 INST. 20021105000548390.

**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.

I certify this to be a true and  
correct copy  
June 11, 2003  
Patricia Yeager Johnson  
Probate Judge  
Shelby County

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

20030623000391190 Pg 2/2 14.00  
Shelby Cnty Judge of Probate, AL  
06/23/2003 10:11:00 FILED/CERTIFIED

WITNESSED BY:

GMAC Mortgage Corporation  
formerly known as GMAC Mortgage Corporation of PA,

By: Lataasha Cotton  
Lataasha Cotton  
By: Michele Smith  
Michele Smith  
By: Lataasha Cotton  
Lataasha Cotton  
By: Michele Smith  
Michele Smith

By: Marnessa Birckett  
Marnessa Birckett  
Title: Limited Signing Officer  
Attest: Debra Chieffe  
Debra Chieffe  
Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA

:

:ss

COUNTY OF MONTGOMERY

:

On 10-16-02, before me Shantell D. Curley, 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 Debra Chieffe 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

NOTARIAL SEAL  
SHANTELL D. CURLEY, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires June 26, 2006