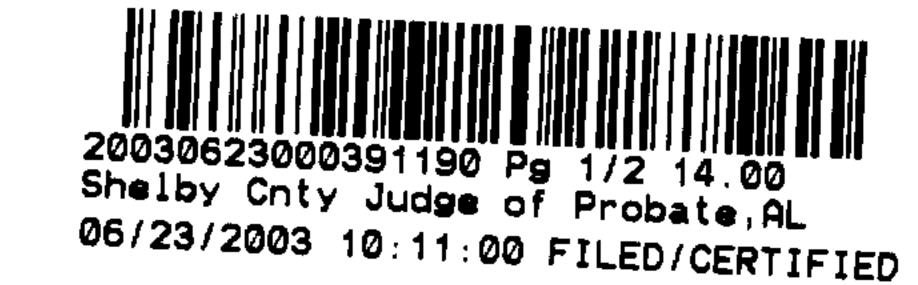


## \*\*THIS IS A CORRECTVIE SUBORDINATION

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



## 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. Zoov Rykhox room XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	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.

correct copy was Jeagn Transite

Probate Judge
Shelby County

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

(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:

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

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

By: Satusha Cotton

By: Satusha Cotton

By: Sichele Smith

By: South Man Cotton

Marnessa Birckett
Title: Limited Signing Officer

Attest:

By:

Debra Chieffe

Title:

Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA

:ss

**COUNTY OF MONTGOMERY** 

atasha Cotton/

Michele Smith

on 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