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SR Number: 1-18125232

  
20040506000240220 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
05/06/2004 15:36:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

**ditech.com**  
500 Enterprise Road  
Horsham, PA 19044  
ATTN: Tamika Scott

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made April 16, 2004, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation**.

**WITNESSETH:**

**THAT WHEREAS TYRONE FENDERSON JR**, residing at 608 LANE PARK TERRACE, MAYLENE AL 35114, ,  
did execute a Mortgage dated 10/18/2002 to **GMAC MORTGAGE CORPORATION** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 54,500.00 dated 10/18/2002 in favor of **GMAC Mortgage Corporation**, which Mortgage was recorded 12/16/2002 as Recording Book No. **2002** and Page No. **62647**.

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 186,000.00 dated \_\_\_\_\_ in favor of **SOUTHTRUST MORTGAGE**, 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:

By: Latasha Cotton  
LATASHA COTTON

By: Tamika Scott  
TAMIKA SCOTT

By: Latasha Cotton  
LATASHA COTTON

By: Tamika Scott  
TAMIKA SCOTT

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

By: Marnessa Birckett  
Marnessa Birckett

Title: Limited Signing Officer

Attest: Sean Flanagan  
Sean Flanagan

Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

:

:SS

COUNTY OF MONTGOMERY

:

On 4/16/04, 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 Sean Flanagan 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.

Shantell D. Curley  
Notary Public

