

8173771011

WHEN RECORDED MAIL TO:

GMAC Mortgage

500 Enterprise Road
Horsham, PA 19044
Prepared by: Charlotte Hall

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made January 20, 2005, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation**.

WITNESSETH:

THAT WHEREAS JOSEPH S. WILLIAMS, residing at 6301 Highway 16, Montevallo, AL 35115, did execute a Mortgage dated 11/04/2002 to **GMAC Mortgage Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 43,500.00 dated 11/04/2002 in favor of **GMAC Mortgage Corporation**, which Mortgage was recorded 12-9-04 as Inst# 200212 09000613400

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 292,000.00 dated 11-8-2004 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

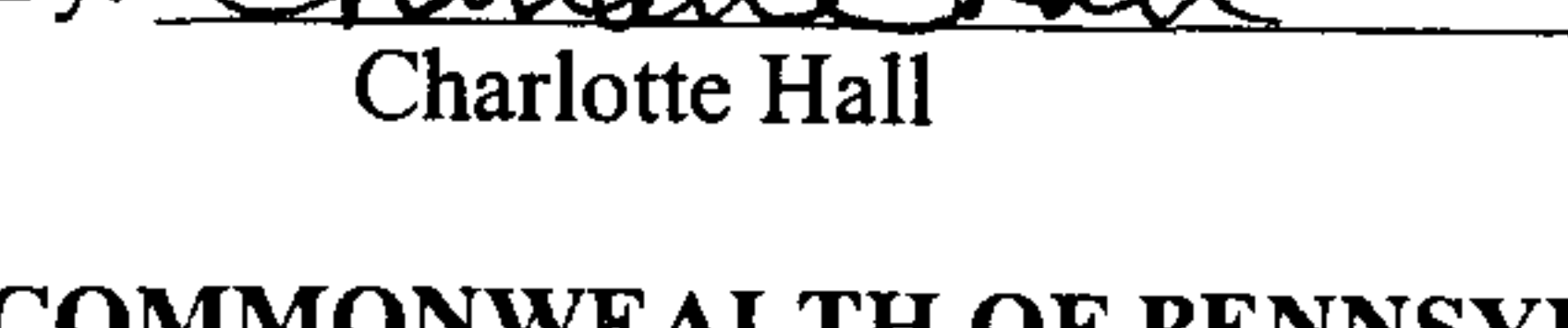
WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **GMAC Mortgage Corporation** mortgage first above 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:

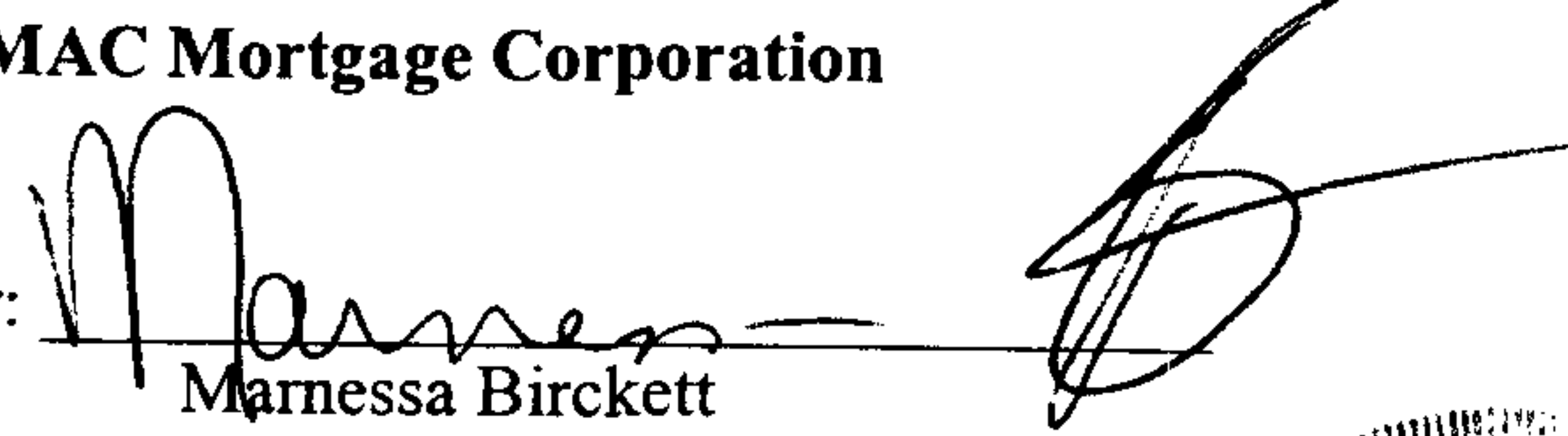
1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of **GMAC Mortgage Corporation** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **GMAC Mortgage Corporation** mortgage first above mentioned.

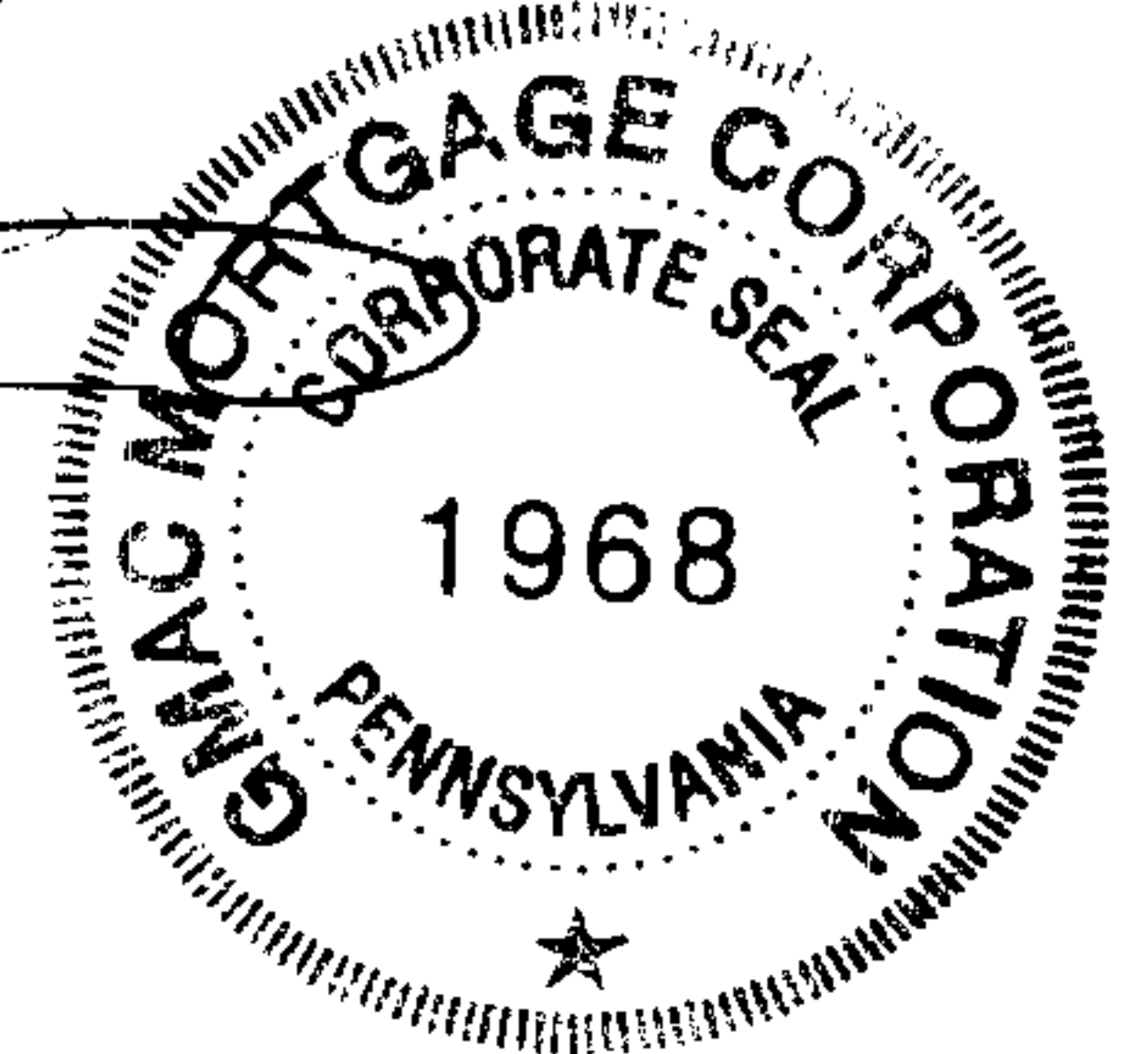
(2) Nothing herein contained shall affect the validity or enforceability of **GMAC Mortgage Corporation** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

By: 
Michele Turner
By: 
Charlotte Hall
By: 
Michele Turner
By: 
Charlotte Hall

GMAC Mortgage Corporation

By: 
Marnessa Birckett
Title: Limited Signing Officer
Attest: 
Sean Flanagan
Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

:

:ss

COUNTY OF MONTGOMERY

:

On 1-20-05, before me **Lori A. Marsden**, 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.


Notary Public

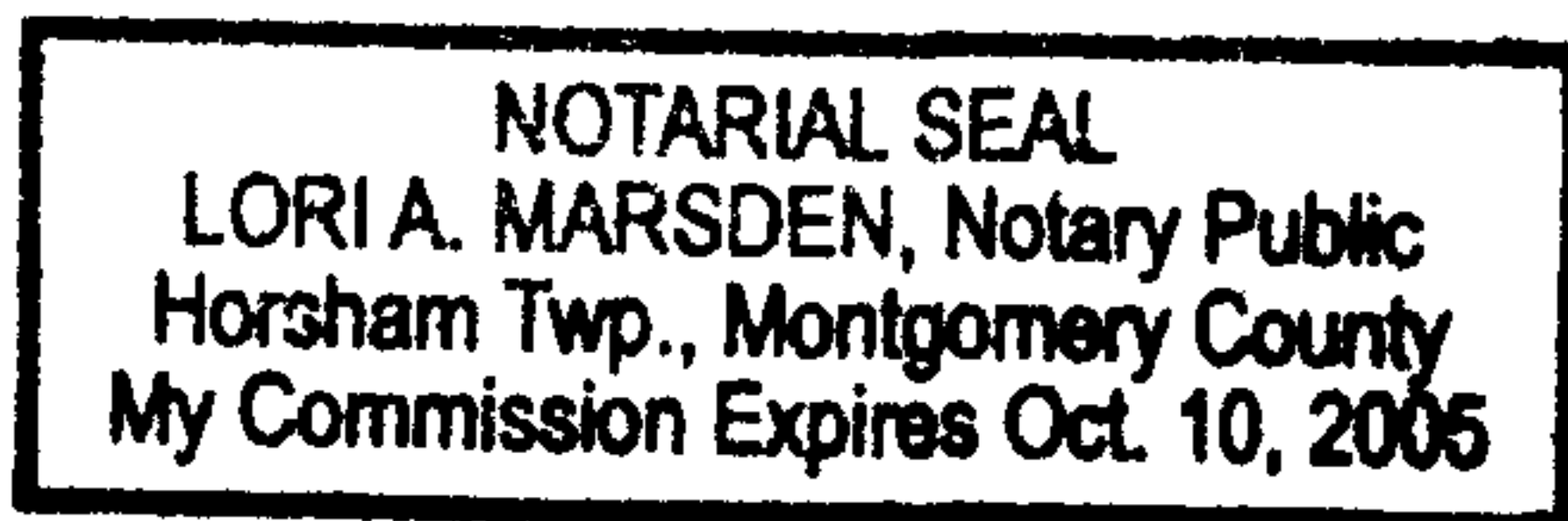


EXHIBIT A

ALL THAT PARCEL OF LAND IN CITY OF MONTEVALLO, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 1993, PAGE 11148, ID#S 271010001010000 AND 271010001010002, BEING MORE PARTICULARLY DESCRIBED AS A METES AND BOUNDS PROPERTY .

BY FEE SIMPLE DEED FROM LESLIE H. GREEN AND SUSAN P. GREEN, HUSBAND AND WIFE AS SET FORTH IN BOOK 1993 PAGE 11148 DATED 04/12/1993 AND RECORDED 04/22/1993, SHELBY COUNTY RECORDS, STATE OF ALABAMA.