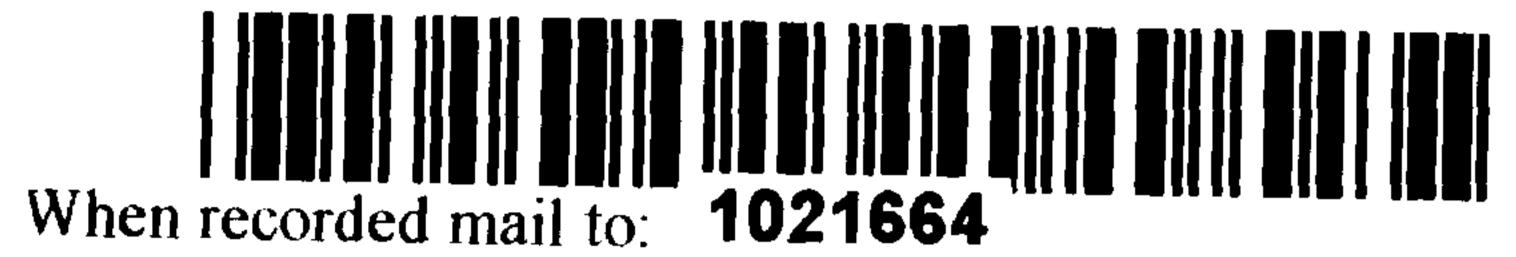
20050513000230800 1/3 \$17.00 Shelby Cnty Judge of Probate, AL 05/13/2005 09:46:37AM FILED/CERT

8125591490



Home Connects
100 Lakeside Drive, Horsham, PA 19044

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made February 23, 2005, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as GMAC Mortgage Corporation DBA Ditech.com.

## WITNESSETH:

THAT WHEREAS Patricia Ballock and Thomas Ballock, residing at 1143 Barkley Lane, Birmingham AL 35242, did execute a Mortgage dated 3/25/03 to GMAC Mortgage Corporation DBA Ditech.com covering:

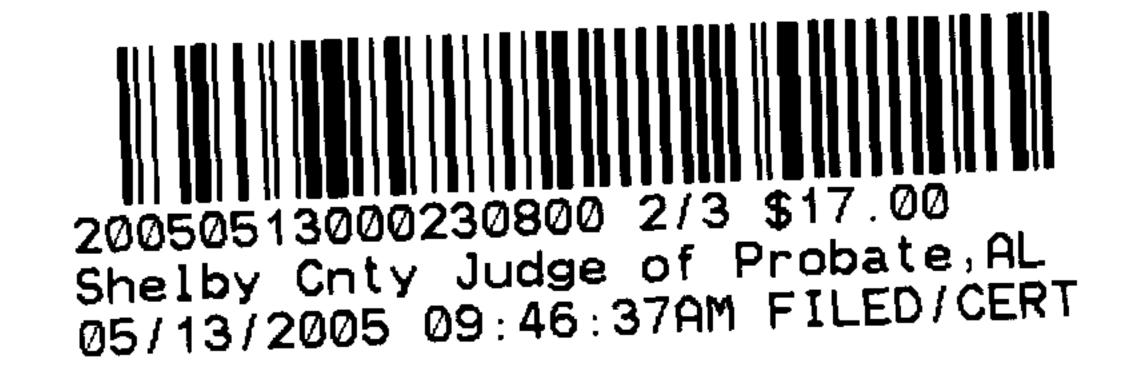
SEE ATTACHED

To Secure a Note in the sum of \$ 60,000.00 dated 3/25/03 in favor of GMAC Mortgage Corporation DBA Ditech.com, which Mortgage was recorded as book 2001 page 17087.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$194,900.00 dated 3/3/2005 in favor of GMAC MORTGAGE CORPORATION DBA DITECH.COM, 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 DBA Ditech.commortgage 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:  GMA	C Mortgage Corporation dba Ditech.com
By: Armheil Spelleee  Frankie Wallace  By: Whom Put	By: Mary McGrath Title: Limited Signing Officer
Shemecha Burton  By: Control  Frankie Wallace  By: Shemecha Burton	Attest:  Sean Flanagan  Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA

:ss

COUNTY OF MONTGOMERY

WITNESS my hand and official seal.

Notary Public

NOTARIAL SEAL LORI A. MARSDEN, Notary Public Horsham Twp., Montgomery County My Commission Expires Oct. 10, 2005

20050513000230800 3/3 \$17.00 Shelby Cnty Judge of Probate, AL 05/13/2005 09:46:37AM FILED/CERT

ORDER #: 4641171

## EXHIBIT A

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 2001, PAGE 17086, ID# 101010007023000, BEING KNOWN AND DESIGNATED AS LOT 35, BARKLEY SQUARE, FILED IN PLAT BOOK 27, PAGE 32.

LOT 35, ACCORDING TO THE SURVEY OF BARKLEY SQUARE, AS RECORDED IN MAP BOOK 27, PAGE 32, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

BY FEE SIMPLE DEED FROM J. ELLIOT CORP., A CORPORATION AS SET FORTH IN BOOK 2001 PAGE 17086 DATED 04/26/2001 AND RECORDED 05/02/2001, SHELBY COUNTY RECORDS, STATE OF ALABAMA.