

SUBORDINATION AGREEMENT

"NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INSTRUMENT IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT."

THIS AGREEMENT, made this 14th day of **July 2005**,
by **Countrywide Home** Loans, Inc.

("Lienholder") in favor of GMAC Mortgage Corporation
("GMAC Mortgage Corp.")

WITNESSETH:

WHEREAS, Lienholder is the current holder of that certain note dated 09/28/01,
in the amount of **\$36,000.00** executed by **Countrywide Home**
Loans, Inc.
("**Camille K. Perkins and Tyrone F. Perkins**") in favor of Lienholder and secured by that
certain Mortgage/Deed of Trust/Security Deed of even date therewith, covering property
described therein and commonly known as:

5553 Afton Drive, Birmingham AL 35242

(the "Property"); said Mortgage/Deed of Trust/Security Deed being recorded in
Book/Volume/Liber **2001**, Page **43177** as Document Number **2001-43177** in the Office
of the Recorder's Office of **Shelby County, Alabama** (the "Subordinated Mortgage"); and
LOAN NO: 583343801

B21912

20050721000365970 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
07/21/2005 03:18:36PM FILED/CERT

WHEREAS, Borrower has executed, or is about to execute, a note to **GMAC Mortgage Corp.** in the original principal amount of not greater than \$226,950.00, payable with interest and upon the terms and conditions described therein, secured by a Mortgage/Deed of Trust/Security Deed of the same date covering the Property (The "Senior Mortgage") evidencing a mortgage loan from **GMAC Mortgage Corp.** to Borrower: and

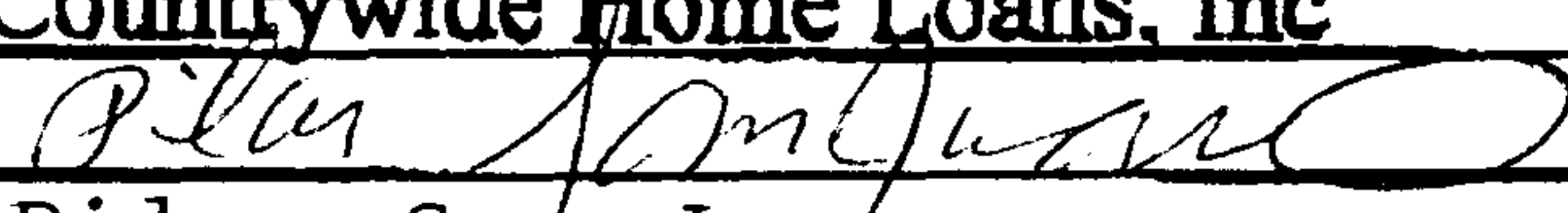
WHEREAS, it is a condition precedent to obtaining said loan from **GMAC Mortgage Corp.** to Borrower that the Senior Mortgage shall unconditionally be and remain at all times a lien upon the Property prior and superior to the lien of the Subordinated Mortgage; and

WHEREAS, it is the intention of the parties hereto, and the purpose of this Agreement, to make the Senior Mortgage in all respects, senior, prior and superior to the Subordinated Mortgage.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce **GMAC Mortgage Corp.** to make said mortgage loan to Borrower, it is hereby declared, understood and agreed as follows:

1. The lien of the Subordinated Mortgage is and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage and any renewals or extensions thereof.
2. The subordination of the Subordinated Mortgage to the lien of the Senior Mortgage shall have the same force and effect as though the Senior Mortgage had been executed, delivered and properly recorded prior to the execution, delivery and recording of the Subordinated Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this Agreement the day and year first above-written.

	<u>Countrywide Home Loans, Inc</u>
BY:	<u></u>
NAME:	<u>Pilar San Juan</u>
TITLE:	<u>Assistant Secretary</u>

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

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SS.

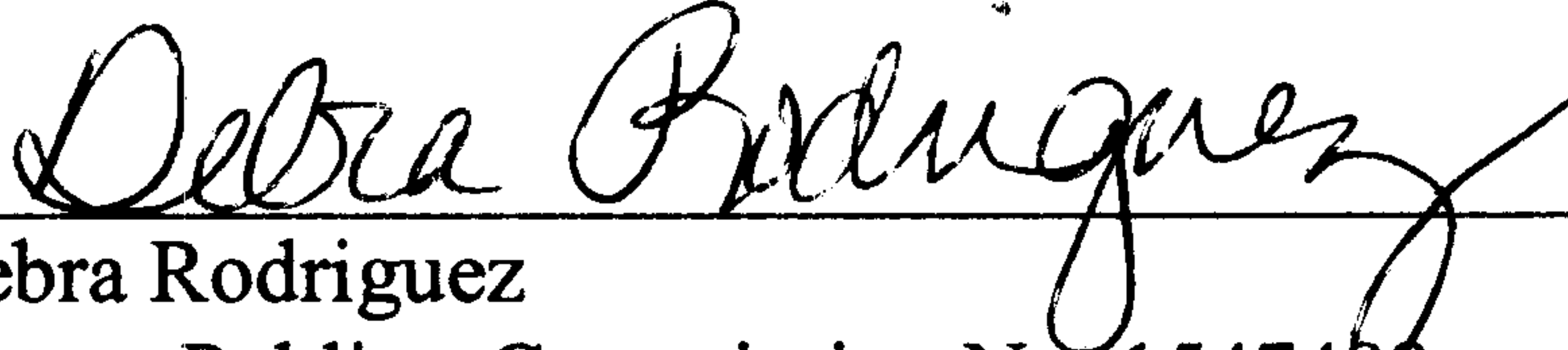
COUNTY OF VENTURA

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20050721000365970 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
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On this 14 day of July, 2005, before me, **Debra Rodriguez**, Notary Public, personally appeared **Pilar San Juan**, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Debra Rodriguez
Notary Public - Commission No. 1547488
Commission Expires: January 27, 2009

