

42897- Shelby

20070606000262980 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
06/06/2007 08:36:07AM FILED/CERT

7304195621

WHEN RECORDED MAIL TO:

GMAC Mortgage, LLC

500 Enterprise Road
Horsham, PA 19044
Prepared by: Tamika Scott

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made May 23, 2007, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc. .**

WITNESSETH:

THAT WHEREAS Brent L. Copes and Melissa D. Copes Husband and Wife, residing at 142 Ashford Way Alabaster AL 35007, did execute a Mortgage dated 12/20/05 to **Mortgage Electronic Registration Systems, Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 35,000.00 dated 12/20/05 in favor of **Mortgage Electronic Registration Systems, Inc.**, which Mortgage was recorded 1/9/06 as Volume 2006 Page 013370.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 147,390.00 dated _____ in favor of **The Bakers Group**, 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 **Mortgage Electronic Registration Systems, Inc.** 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:



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(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 **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc.** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

By: *Vernice Mainor*
Vernice Mainor
By: *Kim Johnson*
Kim Johnson
By: *Vernice Mainor*
Vernice Mainor
By: *Kim Johnson*
Kim Johnson

Mortgage Electronic Registration Systems, Inc.

By: *Sean Flanagan*
Sean Flanagan
Title: Vice President
Attest: *Marnessa Birckett*
Marnessa Birckett
Title: Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA

:
:ss
:

COUNTY OF MONTGOMERY

On 5/23/07, before me *Tamika Scott*, the undersigned, a Notary Public in and for said County and State, personally appeared Sean Flanagan personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary 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.

Tamika Scott
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tamika Scott, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Nov. 27, 2010
Member, Pennsylvania Association of Notaries