

20100512000149690 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
05/12/2010 01:06:49 PM FILED/CERT

Recording Requested By:

Home Loan Center, Inc. dba LendingTree Loans
163 Technology Drive
Irvine, CA 92618

When Recorded Mail To:

Mortgage Electronic Registration Systems, Inc.
As Nominee for GMAC Mortgage Corp.

Title Order No. HLCE-0805486-TI

SUBORDINATION AGREEMENT

APN: 11-7-25-0-001-001.119

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

THIS AGREEMENT, made 3-25-2010, by **BRIAN DESOUZA and PAMELA DESOUZA**, Owners of the land hereinafter described and hereinafter referred to as "Owners", and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, as Nominee for GMAC Mortgage Corporation, present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, **BRIAN DESOUZA and PAMELA DESOUZA** did execute a mortgage, dated 8/19/2004, covering real property at 848 Riverchase Parkway, Birmingham, AL 35244, County of Jefferson, State of Alabama, described as follows:

SEE COMPLETE LEGAL ATTACHED AS EXHIBIT "A"

to secure a note in the original sum of \$24,400.00 dated 8/19/2004, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, as Nominee for GMAC Mortgage Corporation, which the original mortgage was recorded on 10/26/2004 in Book 200414, Page 5761, Official Records of Jefferson County;

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum not to exceed \$203,000.00, (Loan #3162571) dated on or about 4-6-2010, in favor of **HOME LOAN CENTER, INC.**, d/b/a **LENDING TREE LOANS**, hereinafter 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 said mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

INITIALS:

Brian Desouza

APN: 11-7-25-0-001-001.119

WHEREAS, lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner: and Beneficiary is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the 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 consideration 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:

That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, 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 the mortgage above mentioned.

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

He consents to and approves (i) all provisions of the note and mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to who Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

INITIALS:

BO JD

Page 2 of 5



20100512000149690 3/5 \$23.00
Shelby Cnty Judge of Probate, AL
05/12/2010 01:06:49 PM FILED/CERT

APN: 11-7-25-0-001-001.119

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
as Nominee for GMAC Mortgage Corporation

By: Juan R Beck
Susan R Beck Beneficiary

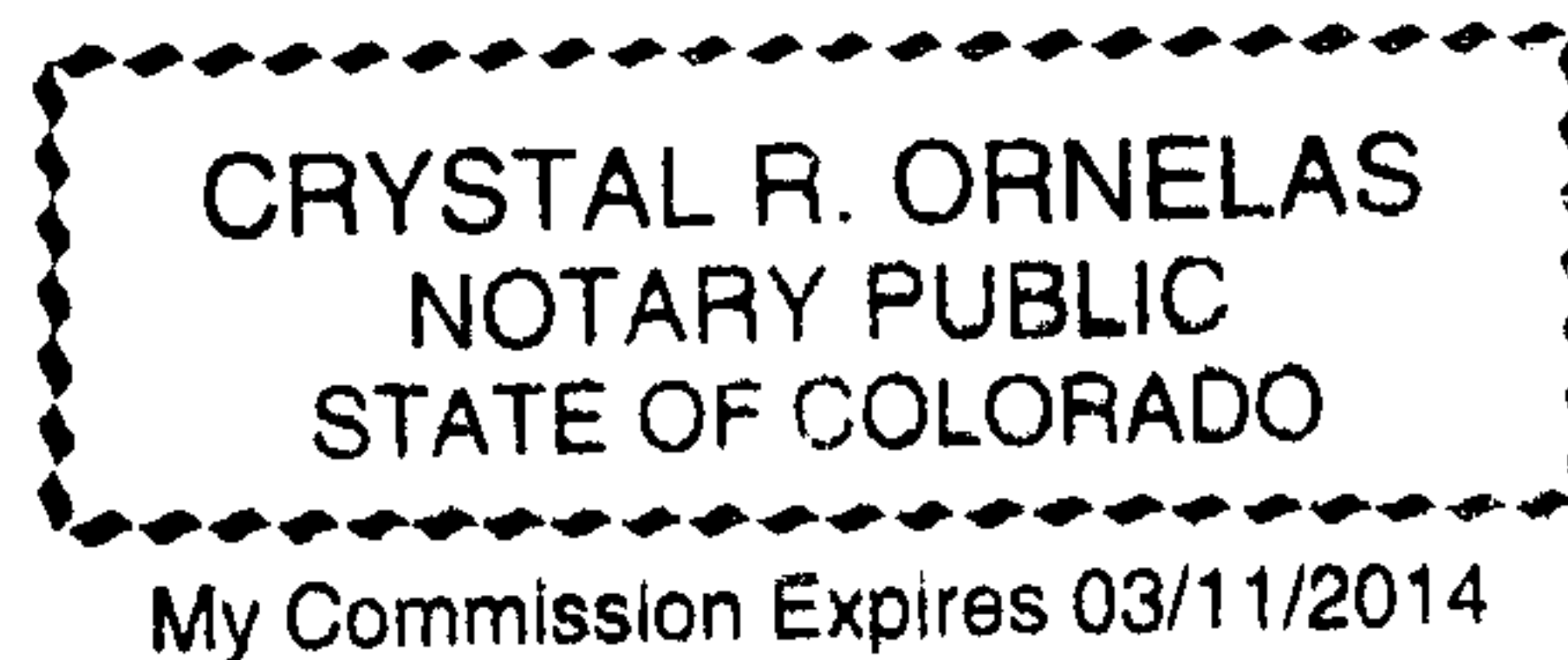
Title: ASSISTANT Secretary
Beneficiary

STATE OF Colorado
COUNTY OF Douglas

On 3-25-2010 before me, Crystal R Ornelas personally
appeared Susan R Beck who is the ASSISTANT Secretary of
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for GMAC Mortgage Corporation,
who proved to me on the basis of satisfactory evidence 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,

Signature Crystal R Ornelas



INITIALS:

BO Q

APN: 11-7-25-0-001-001.119

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Brian Desouza
Borrower: BRIAN DESOUZA

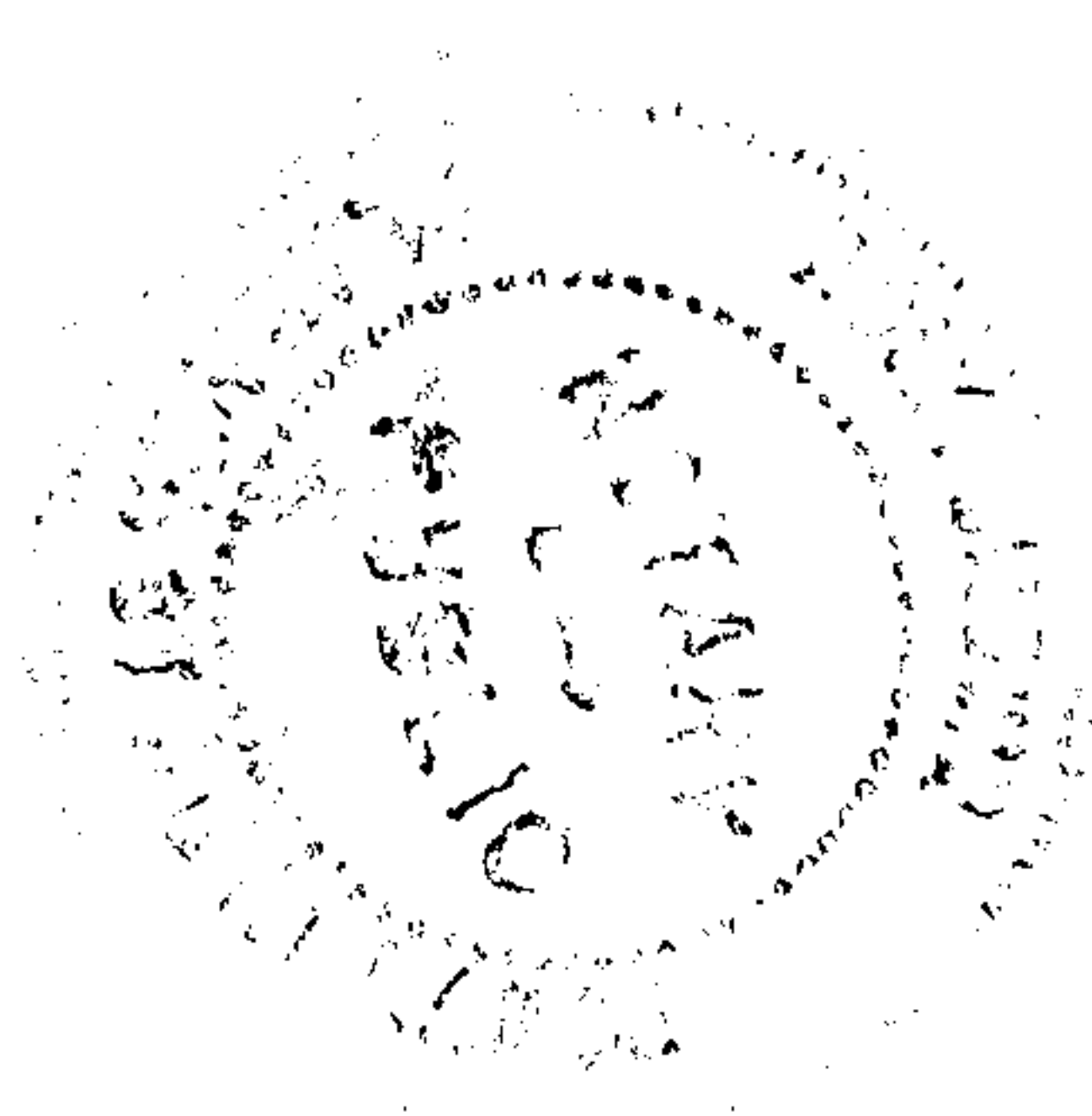
Pamela Desouza
Borrower: PAMELA DESOUZA

STATE OF Al
COUNTY OF Shelby

On 06 April 2010 before me, Bona Brown personally appeared BRIAN DESOUZA and PAMELA DESOUZA, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal,

Signature Bona Brown
05700/10



INITIALS: BW PD
Page 4 of 5

APN: 11-7-25-0-001-001.119

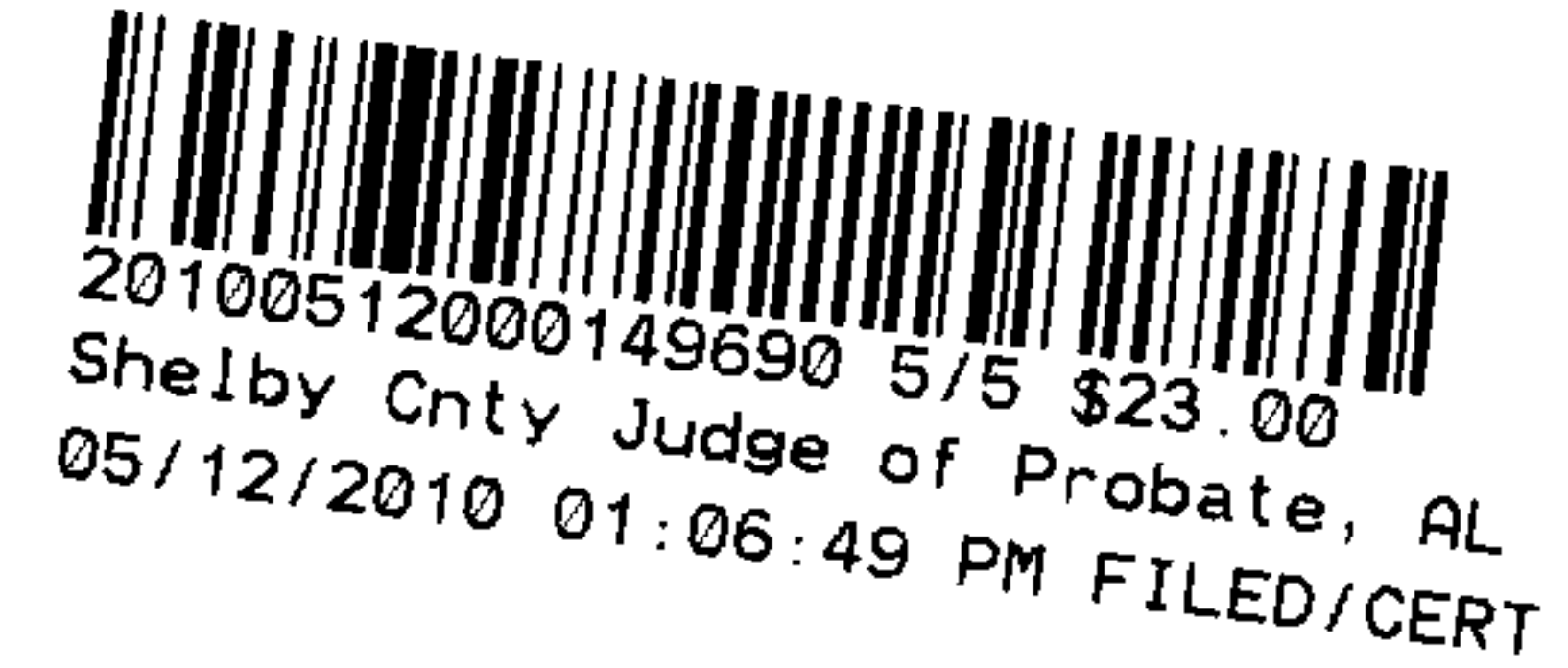


Exhibit "A"

THE FOLLOWING DESCRIBED PROPERTY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

ALL THAT PARCEL OF LAND IN CITY OF JEFFERSON, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED DOC # 199928645, ID# 11-7-25-0-001-001.119, BEING KNOWN AND DESIGNATED AS LOT 25-A, OF A RESURVEY OF LOTS 5, 6, 16, 17 AND 25 OF RIVERCHASE COUNTRY CLUB, SECOND ADDITION, PHASE TWO, AS RECORDED IN MAP BOOK 9, PAGE 137 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BY FEE SIMPLE DEED FROM THEODORE R. HAWKINS, JR. AND MARY HAWKINS, HUSBAND AND WIFE AS SET FORTH IN BOOK 1999 PAGE 28645 DATED 05/28/1999 AND RECORDED 07/08/1999, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

NOTE: CURRENT DEED IS A RE-RECORDING OF DEED DOC # 1999-24041, RECORDED 06/08/1999, TO CORRECT THE LOT NUMBER IN THE LEGAL DESCRIPTION.

Property Address: 848 Riverchase Parkway, Birmingham, AL 35244

INITIALS:

BW JD