


20100608000180950 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
06/08/2010 01:42:21 PM FILED/CERT

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WHEN RECORDED MAIL TO:

GMAC Mortgage , LLC

1100 Virginia Dr.
Fort Washington, PA 19034
Prepared by: Trina Jackson

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made May 20, 2010, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Homecomings Financial, LLC F/K/A Homecomings Financial Network, Inc. .**

W I T N E S S E T H:

THAT WHEREAS Richard D. Buffkin and Madonna F. Buffkin, residing at 100 Pintail Drive, Pelham, AL 35124, did execute a Mortgage dated 3/3/2006 to **Homecomings Financial, LLC F/K/A Homecomings Financial Network, Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 48,000.00 dated 3/3/2006 in favor of **Homecomings Financial, LLC F/K/A Homecomings Financial Network, Inc. ,** which Mortgage was recorded 3/13/2006 as Instrument No. 20060313000115180.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 205,113.00, not to exceed, dated MAY 27, 2010 in favor of **Henger Rast Mortgage Corporation, Secretary of Housing and Urban Development, and/or its representative successors and assigns, as their interest may appear**, 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 **Homecomings Financial, LLC F/K/A Homecomings Financial Network, 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:

(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 **Homecomings Financial, LLC** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Homecomings Financial, LLC** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Homecomings Financial, LLC** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

Homecomings Financial, LLC

By: *Latasha Cotton*
Latasha Cotton

By: *Kim Johnson*
Kim Johnson

By: *Latasha Cotton*
Latasha Cotton

By: *Kim Johnson*
Kim Johnson

By: *Linda Walton*
Linda Walton

Title: Limited Signing Officer

Attest: *Marnessa Birckett*
Marnessa Birckett

Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

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:SS
:

COUNTY OF MONTGOMERY

On 5/20/10, before me Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Linda Walton personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Marnessa Birckett 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.

Tamika Scott
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Tamika Scott, Notary Public
Horseshoe Twp., Montgomery County
My Commission Expires Nov. 27, 2010

Member, Pennsylvania Association of Notaries