


8656772537


20101213000417210 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
12/13/2010 12:31:04 PM FILED/CERT

~~WHEN RECORDED MAIL TO:~~

PREPARED BY
GMAC Mortgage, LLC
1100 Virginia Dr.
Fort Washington, PA 19034
Prepared by: Latasha Cotton

6734155

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made November 15, 2010, 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 Guy Shaw and Terry Shaw, residing at 1081 Chateau Drive, Helena, AL 35080, did execute a Mortgage dated 6/8/07 to **Mortgage Electronic Registration Systems Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 29,000.00 dated 6/8/07 in favor of **Mortgage Electronic Registration Systems Inc. ,** which Mortgage was recorded 6/29/2007 as 000000307450.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (not to exceed)\$90,000.00 dated 11-22-10 in favor of **Ally Bank Corp. f/k/a GMAC Bank,** 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:

(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:

Mortgage Electronic Registration Systems Inc.

By: *Latasha Cotton*
Latasha Cotton

By: *Kim Johnson*
Kim Johnson

By: *Latasha Cotton*
Latasha Cotton

By: *Kim Johnson*
Kim Johnson

By: *Patricia Karpowicz*
Patricia Karpowicz

Title: Vice President

Attest: *Marnessa Birckett*
Marnessa Birckett

Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

:

:ss

COUNTY OF MONTGOMERY

:

On 11/15/10, before me Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia Karpowicz 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
Tamika Scott

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

Member, Pennsylvania Association of Notaries



3301 (01/08)
Short Form Commitment
Super Eagle on Demand

ORDER NO: 42596834
FILE NO: 6734455
LENDER REF: 000687651999

Exhibit "A"

The land referred to in this policy is situated in the State of AL, County of Shelby, and described as follows:

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 1081 CHATEAU DR; HELENA, AL 35080-3558 CURRENTLY OWNED BY GUY BRUCE SHAW AND TERRY H SHAW HAVING A TAX IDENTIFICATION NUMBER OF 13-8-28-1-003-032-000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 7-7.

APN: 13-8-28-1-003-032-000


 SHAW
42947527

AL

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING


20101213000417210 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
12/13/2010 12:31:04 PM FILED/CERT