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Shelby Cnty Judge of Probate, AL
02/07/2011 10:17:51 AM FILED/CERT

WHEN RECORDED MAIL TO:

GMAC Mortgage , LLC

1100 Virginia Dr.
Fort Washington, PA 19034
Prepared by: Marnessa Birckett

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made January 12, 2011, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage, LLC F/K/A GMAC Mortgage Corporation** .

WITNESSETH:

THAT WHEREAS Henry J Camp and Nancy W Camp , residing at 185 Scarlett LN, Chelsea AL 35043, did execute a Mortgage dated 9/29/05 to **GMAC Mortgage, LLC F/K/A GMAC Mortgage Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 22,600.00 dated 9/29/05 in favor of **GMAC Mortgage, LLC F/K/A GMAC Mortgage Corporation** , which Mortgage was recorded as Instrument No. 20051006000522540.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 186,600.00 dated 1-17-11 in favor of **Primelending , A Plainscapital Company**, 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 **GMAC Mortgage, LLC F/K/A GMAC Mortgage Corporation** 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 **GMAC Mortgage LLC F/K/A GMAC Mortgage Corporation** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **GMAC Mortgage LLC F/K/A GMAC Mortgage Corporation** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **GMAC Mortgage LLC F/K/A GMAC Mortgage Corporation** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

GMAC Mortgage LLC F/K/A GMAC Mortgage Corporation

By: *Latasha Cotton*
Latasha Cotton

By: *Kim Johnson*
Kim Johnson

By: *Latasha Cotton*
Latasha Cotton

By: *Kim Johnson*
Kim Johnson

By: *Marnessa Birckett*
Marnessa Birckett
Title: Limited Signing Officer

Attest: *Patricia Karpowicz*
Patricia Karpowicz
Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF MONTGOMERY

On 1-12-11, before me Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Patricia Karpowicz 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

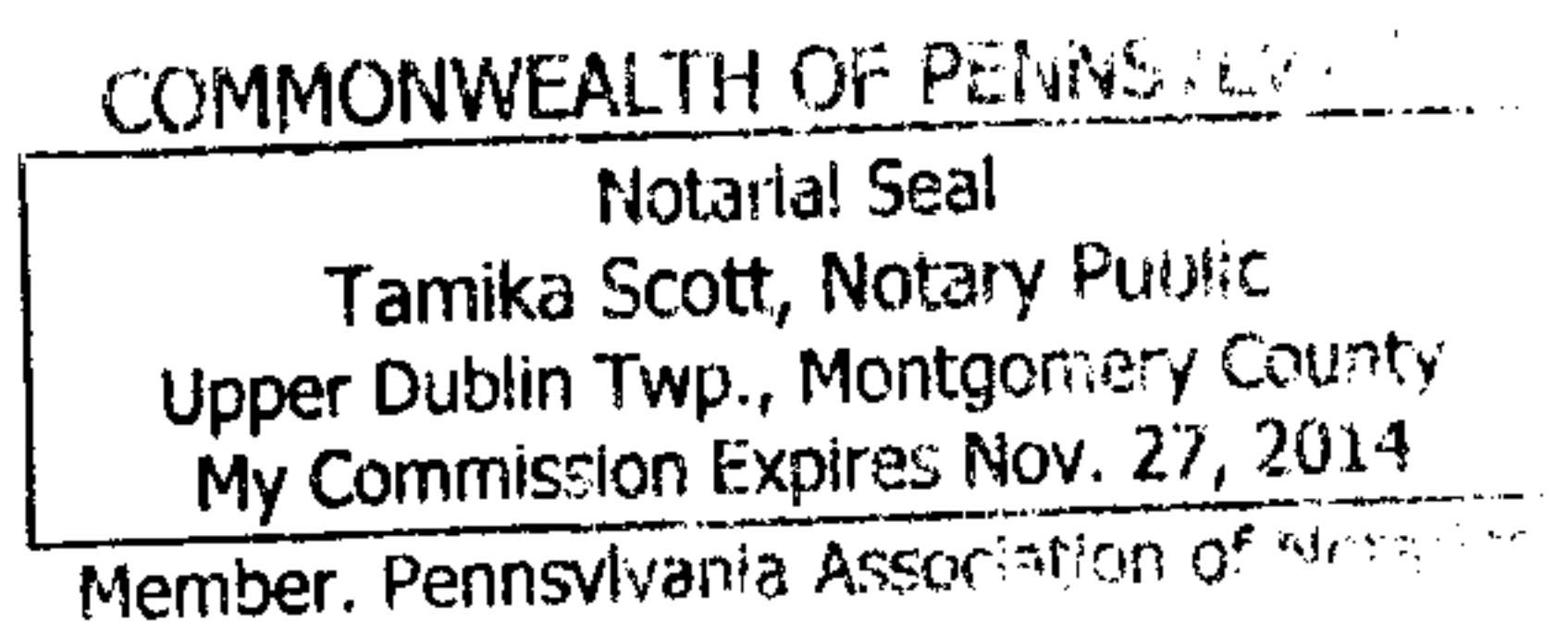
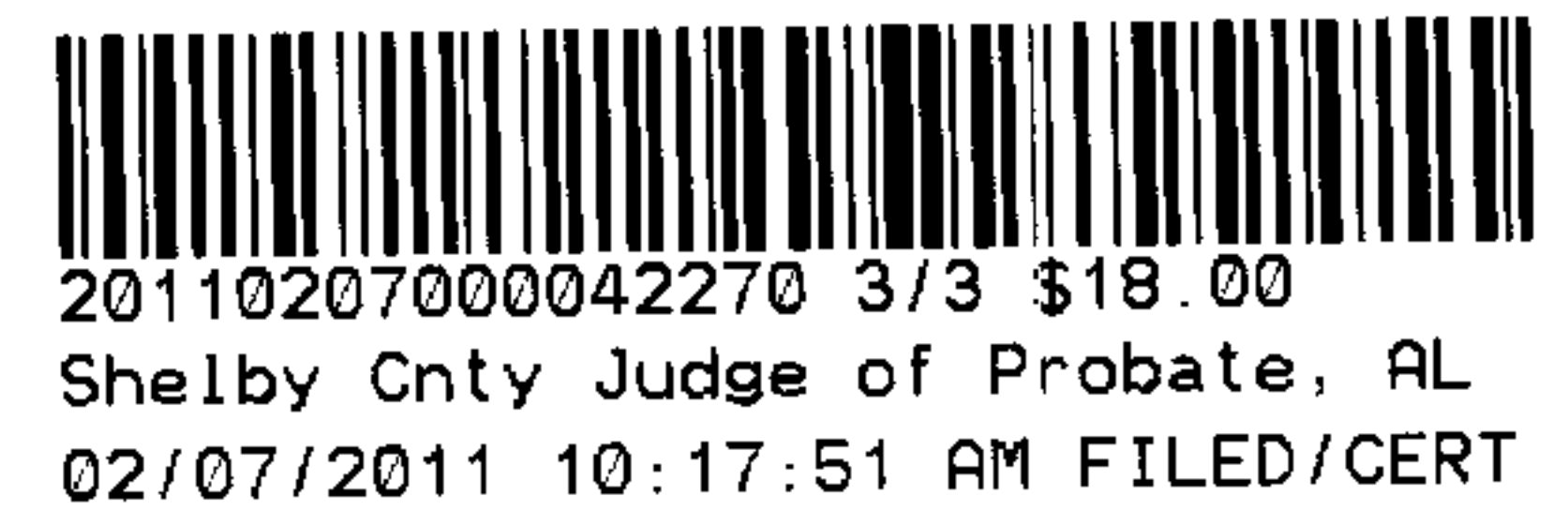


EXHIBIT A
LEGAL DESCRIPTION



Lot 24, according to the survey of Chesser Plantation, Phase I, Sector II, as recorded in Map Book 33 Page 121 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Chesser Plantation Declaration of Covenants, conditions and Restrictions recorded as Inst. No. 2002030600010788 in Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").