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Shelby Cnty Judge of Probate, AL
02/07/2011 01:00:50 PM FILED/CERT

WHEN RECORDED MAIL TO:

GMAC Mortgage , LLC

1100 Virginia Dr.
Fort Washington, PA 19034
Prepared by: Kim Johnson

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made January 10, 2011, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **The Chase Manhattan Bank as Trustee c/o Residential Funding, LLC F/K/A Residential Funding Corporation**.

W I T N E S S E T H:

THAT WHEREAS Thomas E. Taylor and Jacqueline R. Taylor, residing at 1274 Old Cahaba Terrace. Helena, AL. 35080, did execute a Mortgage dated 7/11/00 to **The Chase Manhattan Bank as Trustee c/o Residential Funding, LLC F/K/A Residential Funding Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 36,750.00 dated 7/11/00 in favor of **The Chase Manhattan Bank as Trustee c/o Residential Funding, LLC F/K/A Residential Funding Corporation**, which Mortgage was recorded 7/13/00 as Instrument No. 2000-23596.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 139,739.00 dated 1/20/2011 in favor of **Well Fargo, ISAOA/ATIMA**, 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 **The Chase Manhattan Bank as Trustee c/o Residential Funding, LLC F/K/A Residential Funding 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:

(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 **The Chase Manhattan Bank as Trustee c/o Residential Funding, LLC F/K/A Residential Funding Corporation** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **The Chase Manhattan Bank as Trustee c/o Residential Funding, LLC F/K/A Residential Funding Corporation** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **The Chase Manhattan Bank as Trustee c/o Residential Funding, LLC F/K/A Residential Funding Corporation** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

**The Chase Manhattan Bank as
Trustee c/o Residential Funding, LLC
F/K/A Residential Funding Corporation**

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: Limited Signing Officer

Attest: *Marnessa Birckett*
Marnessa Birckett

Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA

:

:ss

COUNTY OF MONTGOMERY

:

On 1/10/11, 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 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

