


8359038631

WHEN RECORDED MAIL TO:
GMAC Mortgage, LLC
1100 Virginia Drive
Ft. Washington , PA 19034
Attn: Tamika Scott


20110810000234930 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
08/10/2011 02:17:27 PM FILED/CERT

SUBORDINATION AGREEMENT

THIS AGREEMENT, made July 19, 2011, by **Mortgage Electronic Registration Systems Inc.** , present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT Brian DeSouza and Pamela DeSouza , ("Owner"), did execute a Deed of Trust dated **8/19/04**, to , as trustee, covering:

SEE ATTACHED - *Exhibit "A"*

To secure a Note in the sum of **\$24,400.00** dated **8/19/04** in favor of **Mortgage Electronic Registration Systems Inc.** , which Deed of Trust was recorded on **10/24/04** as **Instrument No.2004145761**, **Official Records**.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$180,500.00** dated *Aug 02, 11* in favor of **Home Loan Center dba Lending Tree Loans**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith;

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust 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 Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust 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 Deed of Trust 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 Beneficiary's Deed of Trust first above mentioned.

- (1) That said Deed of Trust 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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan is being 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.



Mortgage Electronic Registration Systems, Inc.

By: *Patricia Karpowicz*
Patricia Karpowicz

Title: Vice President

Attest: *Marnessa Birckett*
Marnessa Birckett

Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF MONTGOMERY :

On this 7/19/11, before me, Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Assistant Secretary and Patricia Karpowicz, Vice President, personally known to me (or 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 the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Tamika Scott
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tamika Scott, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Nov. 27, 2014
Member, Pennsylvania Association of Notaries

20110810000234930 2/3 \$19.00
Shelby Cnty Judge of Probate, AL
08/10/2011 02:17:27 PM FILED/CERT

Exhibit A

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

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, 10, 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

Parcel ID: 11-7-25-0-001-001-119

Commonly known as 848 Riverchase Parkway, Unit W, Birmingham, AL 35244
However, by showing this address no additional coverage is provided



20110810000234930 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
08/10/2011 02:17:27 PM FILED/CERT