

20111108000336990 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
11/08/2011 02:50:02 PM FILED/CERT

8685556419

712954

~~WHEN RECORDED MAIL TO:~~

Prepared by:

GMAC Mortgage, LLC

1100 Virginia Dr.

Fort Washington, PA 19034

Prepared by: Latasha Cotton

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made October 14, 2011, 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 Thomas E. Sanford and Judy R. Sanford, residing at 115 Mallard Pointe Drive, Pelham, AL 35124-6141, did execute a Mortgage dated 2/21/04 to **Mortgage Electronic Registration Systems Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$23,000.00 dated 2/21/04 in favor of **Mortgage Electronic Registration Systems Inc. ,** which Mortgage was recorded 4/22/04 as Instr# 20040422000207170.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (not to exceed)\$121,000.00 dated 10/25/2011 in favor of **Ally 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

COUNTY OF MONTGOMERY

:
:ss
:



On 10/14/11, before me Patrina Jackson, 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.

Patrina Jackson
Notary Public
Patrina Jackson

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patrina Jackson, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 21, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



20111108000336990 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
11/08/2011 02:50:02 PM FILED/CERT

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

ORDER NO: 44103359
FILE NO: 7129514
LENDER REF: 000687815033


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 115 MALLARD POINTE DR; PELHAM, AL 35124-6141 CURRENTLY OWNED BY THOMAS E SANFORD AND JUDY R SANFORD HAVING A TAX IDENTIFICATION NUMBER OF 14-4-18-3-002-017-000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 10-70.

APN: 14-4-18-3-002-017-000

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

 SANFORD
44262531
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

AL

