

7304772304

~~WHEN RECORDED MAIL TO:~~


*Prepared by*

**GMAC Mortgage, LLC**

3451 Hammond Ave.

Waterloo IA 50702

Prepared by: Michelle-ann Thompson

  
20120419000134580 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
04/19/2012 12:30:32 PM FILED/CERT

### SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT**, made March 30, 2012, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Ally Bank f/k/a GMAC Bank**

### WITNESSETH:

**THAT WHEREAS Michael Newell and Carol Newell**, residing at **306 CARRIAGE LANE , ALABASTER, AL 35007**, did execute a Mortgage dated **March 1, 2006** to **National City Mortgage Co., a subsidiary of National City Bank of Indiana**, covering:

SEE ATTACHED

To Secure a Note in the sum of **\$52,600.00** dated **March 1, 2006** in favor of **Ally Bank f/k/a GMAC Bank**, which Mortgage was recorded **March 7, 2006** as **Inst# 20060307000106470**, County of **SHELBY**.

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (Not to exceed) **\$198,100.00** dated 4/10/12 in favor of **PNC Mortgage, a division of PNC Bank, N.A.**, 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 **Ally Bank f/k/a GMAC Bank** 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:

*3 RHTD: # 300972*

National Link  
300 Corporate Center Dr.  
Suite 300  
Moon Township, PA 15108

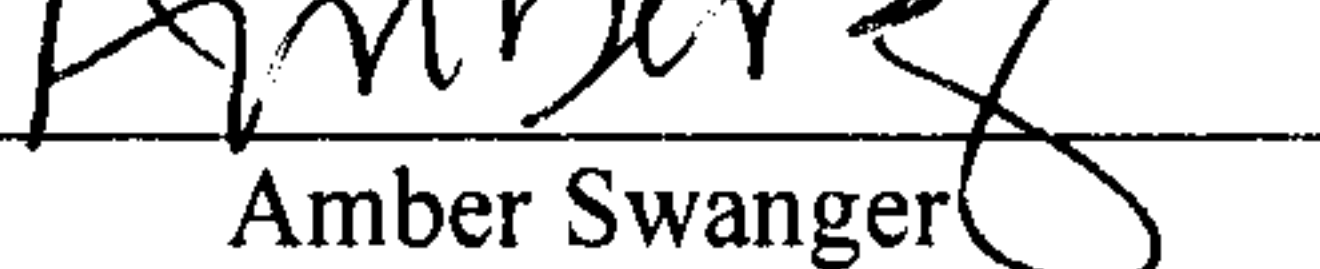
(1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of **Ally Bank f/k/a GMAC Bank** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Ally Bank f/k/a GMAC Bank** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Ally Bank f/k/a GMAC Bank** mortgage and lien except for the subordination as aforesaid.

**Ally Bank f/k/a GMAC Bank**

By:   
Jami M. Beranek

Title: Limited Signing Officer

Attest:   
Amber Swanger

Title: Limited Signing Officer

**STATE OF IOWA**

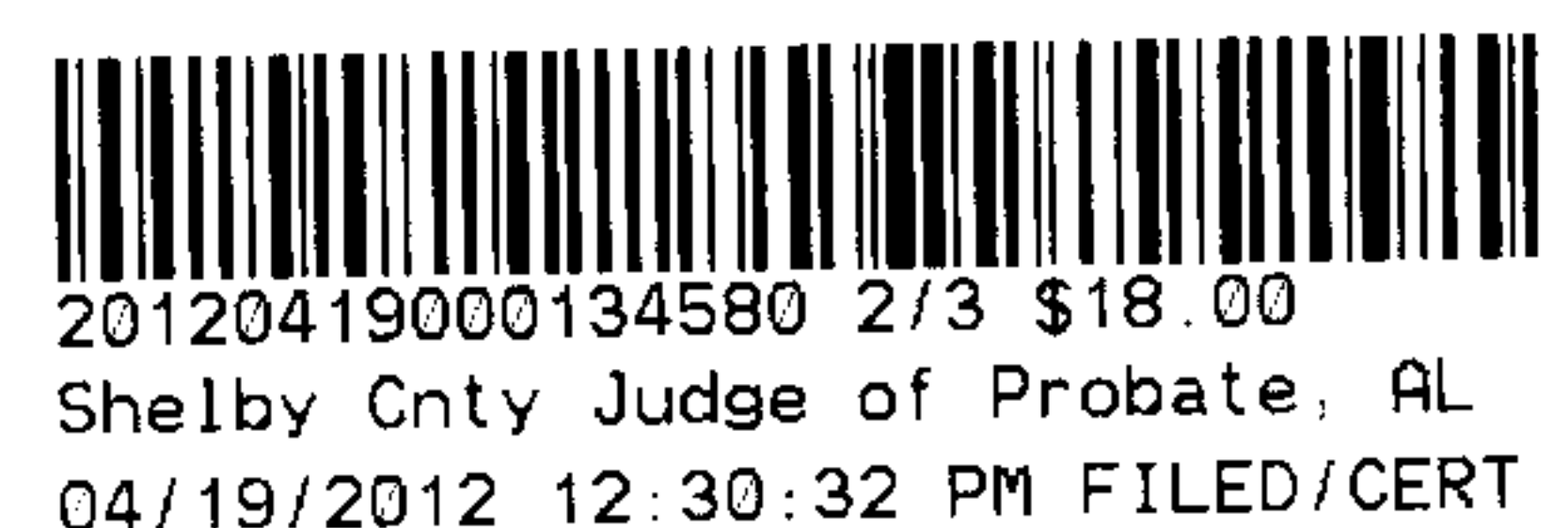
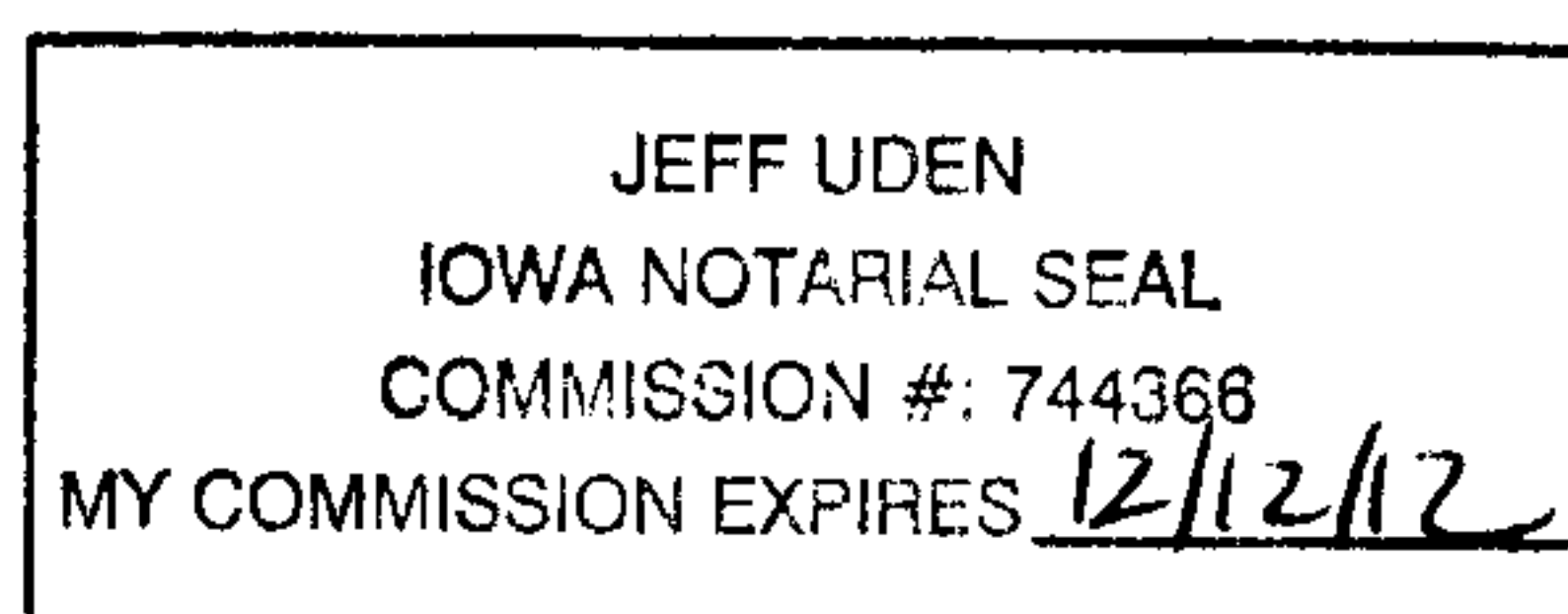
**COUNTY OF BLACK HAWK**

ss:

On March 30, 2012, before me **Jeff Uden**, a notary public in and for the said county, personally appeared Jami M. Beranek known to me to be an **Limited Signing Officer** of **Ally Bank f/k/a GMAC Bank** and Amber Swanger known to me to be an **Limited Signing Officer** of **Ally Bank f/k/a GMAC Bank**, Solely Defined As Nominee For The Lender, GMAC Mortgage, LLC, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.

Notary Public 



**Exhibit "A"**  
**Legal Description**

All that certain parcel of land situated in the City of Alabaster, County of Shelby, State of Alabama, being known and designated as follows:

A parcel of land in the NW 1/4 of Section 9, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: Begin at the Southwest corner of Lot 44 of Camp Branch Estates, Second Addition recorded in Map Book 11, Page 10, in the Office of the Judge of Probate of Shelby County, Alabama, thence run Northeast along the Southeast line of said Lot 297.22 feet, thence turn right 28 deg 49 min 04 sec and run Northeast along said Lot line 279.24 feet, thence turn left 54 deg 00 min 07 sec and run Northeast along said Lot line 40.38 feet to a point on a cul-de-sac on Carriage Lane, said counter-clockwise curve having a Delta angle of 57 deg 15 min 56 sec and a radius of 55.00 feet, thence turn 90 deg 00 min 00 sec to tangent and run along the arc of said cul-de-sac 54.99 feet, thence turn right 90 deg 00 min 00 sec from tangent and run Southeast 96.42 feet to the point of a clockwise curve having a delta angle of 98 deg 24 min 31 sec and a radius of 64.73 feet, thence run along the arc of said curve 111.18 feet to the point of tangent, thence continue tangent to said curve 566.47 feet, thence turn right 88 deg 22 min 03 sec and run Northwest 300.49 feet to the point of beginning.

Being the same property as conveyed from Jeanette Phillips to Michael Newell and Carol Newell, as joint tenants, as described in Inst# 20060307000106450, Dated 03/01/2006, Recorded 03/07/2006 in SHELBY County Records.

Tax/Parcel ID: 22-2-09-0-000-004.054

