

532474

No. \_\_\_\_\_  
AT THE REQUEST OF:  
LATAH COUNTY TITLE CO  
DATE & HOUR:  
9.14.09 10:48  
SUZAN PETERSEN  
LATAH COUNTY RECORDER  
Fee \$ 9.00 BY *[Signature]*

359130017

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

### SUBORDINATION AGREEMENT

THIS AGREEMENT, made August 24, 2009, by GMAC Mortgage, LLC, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

#### WITNESSETH:

THAT Brian J. Lande and Rebecca S. Lande, husband and wife, ("Owner"), did execute a Deed of Trust dated 1/24/2005 to First American Title Company, as trustee, covering:

#### SEE ATTACHED

To secure a Note in the sum of \$28,400.00 dated 1/24/2005 in favor of GMAC Mortgage, LLC, which Deed of Trust was recorded on 1/31/2005 as Recorder's No. 493586, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$142,620.00 dated 09/08/09 in favor of Bank of America, N.A., 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; and

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

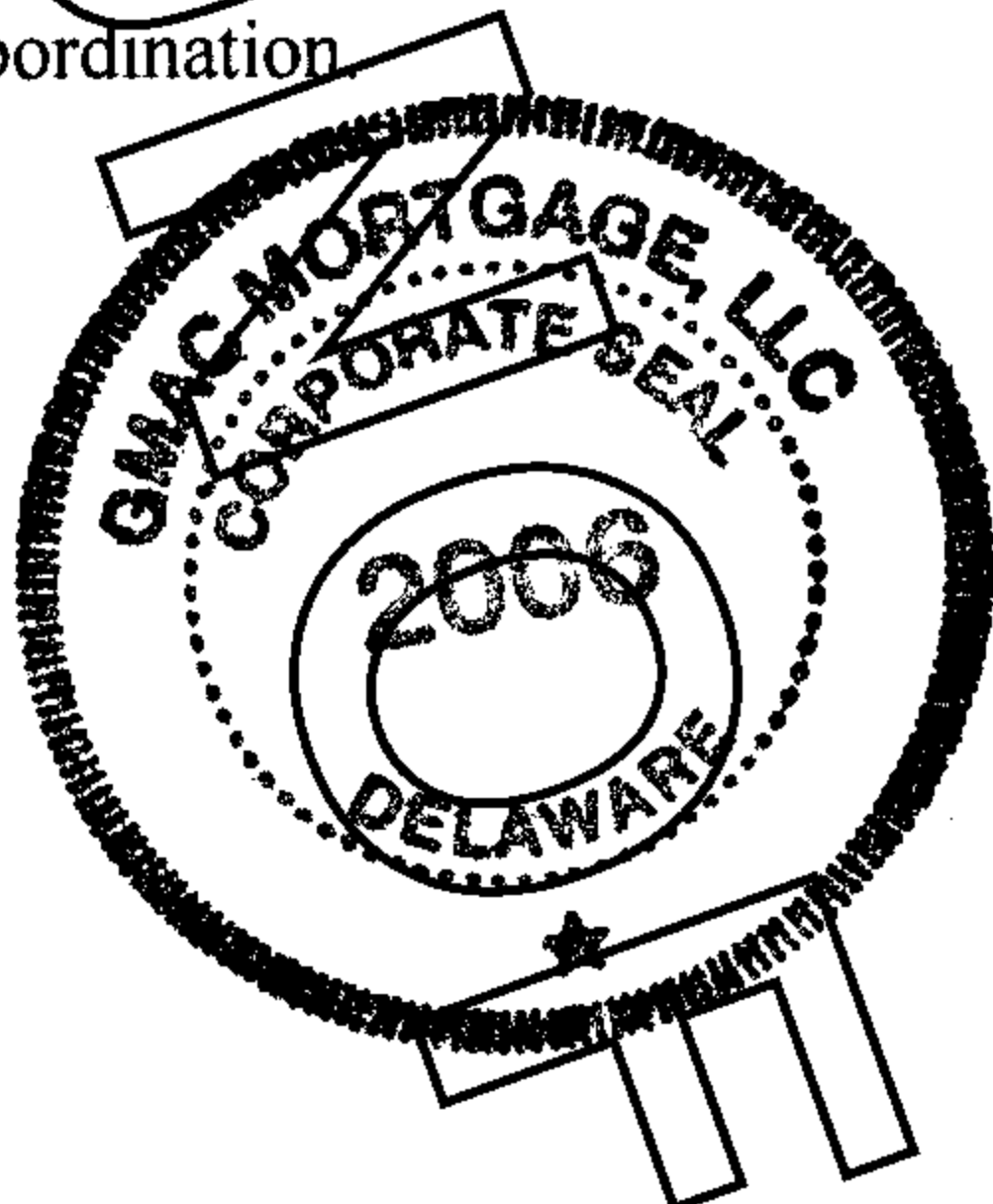
WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land, which is unconditionally prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.

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 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



GMAC Mortgage, LLC

By: [Signature]  
 Title: Marnessa Birckett  
 Limited Signing Officer

Attest: [Signature]  
 Title: James Callan  
 Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA

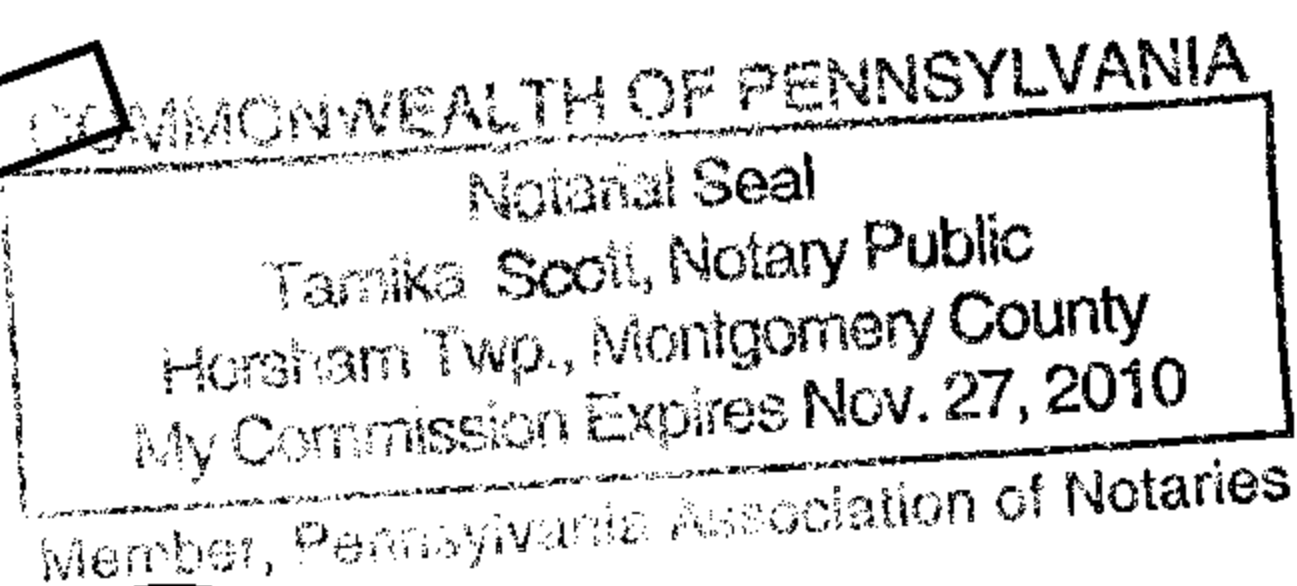
COUNTY OF MONTGOMERY

:  
 : ss  
 :

On this 8/24/09, before me, Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Limited Signing Officer and James Callan, Limited Signing Officer, 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.

[Signature]  
 Notary Public



COPY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ESCROW NO.: 51085

A parcel of land located in the NE1/4NW1/4 of Section 10, Township 41 North, Range 5 West, B.M., and more particularly described as follows:

BEGINNING at the Northwest corner of said Section 10; thence S. 60°49'19" E. 2319.53 feet to a point on the Easterly right of way of State Highway 95, and the TRUE POINT OF BEGINNING; thence S. 87°13'13" E. 170.44 feet; thence S. 70°48'41" E. 170.82 feet; thence S. 56°19'08" E. 95.18 feet; thence S. 14°02'24" E. 68.13 feet to a point on the South line of the NE1/4NW1/4 of said Section 10; thence Westerly along said South line parallel to the North side of said Section 10, 450.93 feet to a point on the Easterly right of way of State Highway 95; thence North on said right of way along a curve to the left (Delta = 24°25'49.6", Radius = 1780.88 feet) 184.81 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH an easement, as more fully set out in that certain Warranty Deed recorded under Recorder's Fee No. 434336.