

STATE OF ALABAMA
SHELBY COUNTY

20040311000126510 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
03/11/2004 11:38:00 FILED/CERTIFIED

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

CITIFINANCIAL CORPORATION, LLC ("Citifinancial") for good and valuable consideration does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated January 13, 2003, from George B. Tucker and wife, Anita M. Tucker as mortgagor (the "Mortgagor", whether one or more), to Citifinancial Corporation, LLC, as mortgagee recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #2003 page 41450, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to Citizens Bank recorded in the office of the Judge of Probate of Shelby County, Alabama in instrument #20031006000670940 (the "Superior Mortgage"); provided however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$236,000.00 ("the Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Equity Line Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

The provisions of this Subordination Agreement are solely for the benefit of Citifinancial and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line Mortgage of the Superior Mortgage or to waive any of the rights of Citifinancial, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by Citifinancial and Mortgagee.

IN WITNESS WHEREOF, Citifinancial Corporation, LLC has caused this Subordination Agreement to be executed as of the 26TH day of February, 2004.

CITIFINANCIAL CORPORATION, LLC

BY Adrian Minor
Its ASSISTANT MANAGER

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ADRIAN MINOR whose name as ASSISTANT MANAGER of Citifinancial

Corporation, LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal on this the 26TH day of February, 2004



NOTARY PUBLIC

My Commission Expires: 3-14-07