

SECURITY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

THIS INDENTURE made the 22nd day of September, in the year Two Thousand four,
between:

Client(s) *Rose [Signature]*

Name: ~~Rosa~~ Kinuthia , a married woman _____ County: Shelby _____ State:
Alabama

Name: Shadrack Kinuthia, a married man, as spouse__ County: Shelby _____ State:
ALabama

as party or parties of the first part, hereinafter called Grantor, and
NEIGHBORHOOD ASSISTANCE COPORATION OF AMERICA, whose address is
3607 Washington Street, Jamaica Plain, Massachusetts 02130,

as party or parties of the second part, hereinafter called Grantee:

WITNESSETH, That Grantor, for and in consideration of the performance of Grantor's
duties and obligations under that certain Reimbursement Agreement dated the 22nd
day of September , 2004, has granted, bargained, sold, alienated, conveyed and
confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm
unto the said Grantee, their heirs, successors and assigns, the following described
properly, to-wit:

**Lot 4, according to the Survey of Savannah Pointe, Sector II, Phase
IV, as recorded in Map Book 29, Page 45, in the Probate Office of
Shelby County, ALABAMA.**

THIS DEED IS SUBJECT AND SUBORDINATE TO THE UNPAID BALANCE DUE ON
SECURITY DEED FROM GRANTOR HEREIN TO BANK OF AMERICA RECORDED
IN DEED BOOK ~~*~~ _____, PAGE _____,
AFORESAID RECORDS, IN THE AMOUNT OF \$ 135,000.00
**Inst # 20041006000551500*

Mortgagee and Mortgagor acknowledge and agree that this Security Instrument is
subject and subordinate in all respects to the lien terms, covenants and conditions of
the First Mortgage. The terms and provisions of the First Mortgage are paramount and

controlling, and they supersede any other terms and provisions hereof in conflict therewith.

Any default in the performance of any of the covenants of said deed or the Reimbursement Agreement evidencing the duties and obligations secured thereby, shall be construed as a default under the terms of this conveyance by reason of which Grantee herein may exercise its rights and remedies under this Security Deed.

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members and appurtenances thereto appertaining to the only property use, benefit and behalf of Grantee, their heirs, successors and assigns, in fee simple; and Grantor hereby covenants that he is lawfully seized and possessed of said property, and has good right to convey it; and that the said bargained premises, unto Grantee, their heirs, successors and assigns, against Grantor, and against all and every other person or persons (except as may be otherwise expressly stated herein) shall and will WARRANT AND FOREVER DEFEND.

This conveyance is made under the provisions of STATE OF ALABAMA (Conveyances to Secure Debt of the state code), and upon satisfaction of the duties and obligations secured by this security deed it shall be cancelled and surrendered pursuant thereto, the duties and obligations hereby secured being set forth in that certain Reimbursement Agreement of even date herewith.

It is the intention of this instrument to secure not only the duties and obligations hereinabove described along with any and all renewals and extensions thereof, in whole or in part, but also any and all other and further indebtedness now owing or which may hereafter be owing, however incurred, to Grantee, its successors and assigns, by Grantor and Grantor's successors in title.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

Time being the essence of this contract, the Grantee shall have the right to accelerate the maturity of the duties and obligations hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to satisfy any duty required pursuant to the Reimbursement Agreement hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this deed.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness by Grantor or any persons claiming under Grantor shall be that of tenants under Grantee, or assigns, during the due performance of all the obligations aforesaid, and that in case of a sale as hereinafter provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be