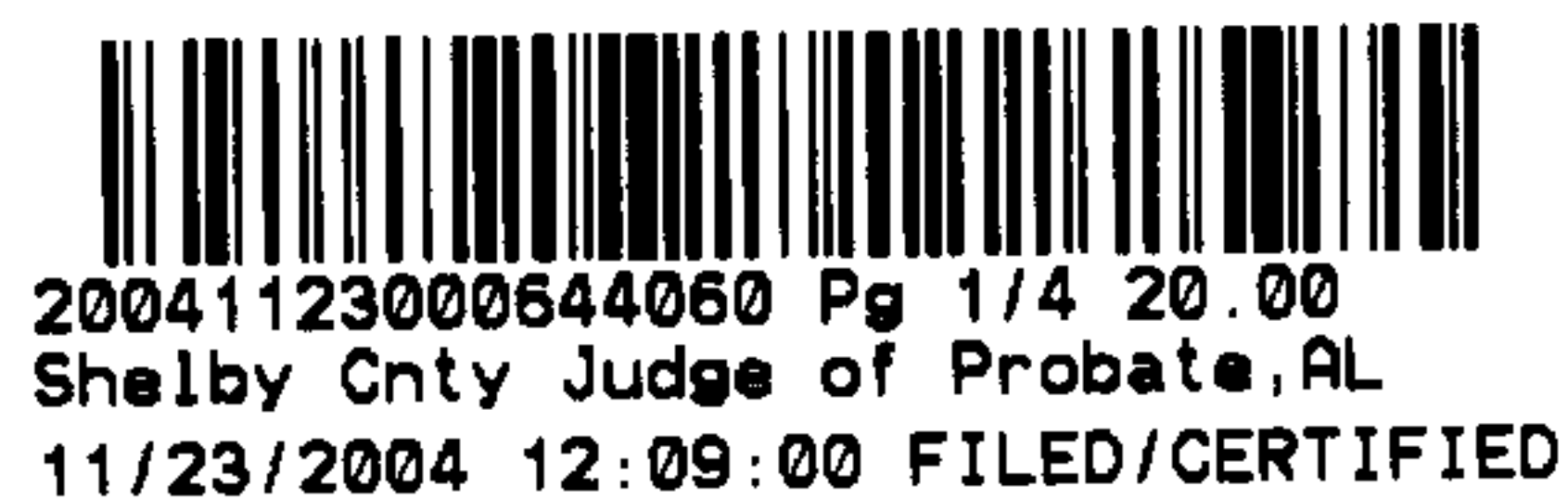


Reimbursement Agreement**REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made as of the 2 day of November, 2004, by and between the Neighborhood Assistance Corporation of America ("NACA"), a Massachusetts non-profit corporation having its principal office at 3607 Washington Street, Jamaica Plain, Massachusetts 02130, and the following borrowers residing at the address stated below who are the borrowers on the mortgage obtained through NACA (the "Clients").

Borrower: Eunice Muya
Residence: 843 Meriweather Drive, Calera, AL 35040

RECITALS:

R-1. NACA is a non-profit community advocacy and housing services organization that has, as its primary mission, the stabilization of communities throughout the United States, which stabilization is principally dependent upon the owner-occupancy of residential property. In pursuit of its mission, NACA has developed and implemented a comprehensive program of housing counseling services and extraordinary mortgage financing (the "Program") that encourages, assists and facilitates the securing of mortgage financing by eligible participants in the Program with respect to the purchase or refinancing of homes. The Program benefits include the following: access to mortgage financing for the purchase or refinancing of a home; interest rate subsidy; lender-paid closing costs; absence of private mortgage insurance; non-conforming underwriting criteria; and access to the Neighborhood Stabilization Fund.

R-2. The Client(s) may also receive certain monetary benefits in the form of advances for mortgage payments, by the Neighborhood Stabilization Fund ("NSF"). The Client(s) acknowledges the requirements of participation in the NSF as stated in the NSF Disclosure, NSF Application and other information provided by NACA concerning the NSF. As a participant in the Program the Client(s) has agreed that they would fully reimburse NACA for all such funds advanced. The failure of a Program participant to repay any such advanced funds would have a material adverse impact on NACA and the Program.

R-3. As a specific condition to participation in, and receipt of the benefits of the Program, each participant in the Program must agree to reside in and occupy the home that he or she acquires or refinances through the Program as his or her primary residence on a permanent and continuing basis until the mortgage loan received by the participant through the Program has been fully repaid. The failure of a Program participant to comply with this owner-occupancy requirement would have a material adverse impact on NACA and the Program.

R-4. The Client(s) is a participant in the Program, and has obtained a mortgage loan through the Program to purchase or refinance his or her home (the "Property").

R-5. As a material inducement for NACA to permit the Client(s) to participate in and receive the benefits of the Program, including, without limitation, access to the necessary mortgage financing and access to the Neighborhood Stabilization Fund, the Client(s) has agreed to enter into and be bound by all of the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Client(s) acknowledges and agrees (a) that participation in the Program by the Client(s), and the securing by the Client(s) of favorable mortgage financing (the "Loan") from a lender participating in the Program and access to the NSF, are specifically conditioned upon the Clients' compliance with all of the terms and provisions of this Agreement, and (b) that the Client(s)' failure to so comply will have a material adverse impact upon NACA and the Program.
2. The Client(s) acknowledges that NACA has agreed to permit the Client(s) to participate in the Program without the imposition of any charge or fee, on the specific understanding and agreement that the Client(s) will comply with all of the rules for participation in the Program and the terms of this Agreement. The Client(s) also acknowledges and agrees that (a) by participating in the Program, the Client(s) will receive services and mortgage financing that are of material value and will result in significant monetary savings, to the Client(s), and (b) that the value of those services to the Client(s) and the fees that NACA has agreed to forgo are well in excess of Twenty five Thousand Dollars (\$25,000.00)(which amount is hereinafter referred to as the "Reimbursement Amount").
3. The Client(s) hereby specifically agrees that he or she (a) shall establish, occupy, and use the Property as the Client(s)'s primary residence within thirty (30) days of the date of this Agreement or until the renovation through the Program has been completed as determined by NACA, and (b) shall continue to occupy and use the Property on a permanent and continuing basis as the Clients' primary residence through and including that date on which the Loan is repaid in full (the "Repayment Date").
4. If, at any time prior to the Repayment Date, the Client(s) ceases to occupy and use the Property on a continuing and permanent basis as the Clients' primary residence, and fails to obtain prior written exception due to extraordinary circumstances as determined in NACA's sole discretion, then an "Event of Default" on the part of the Client(s) shall be deemed to have occurred under this Agreement.
5. If at the Repayment Date, the Client(s) does not reimburse the NSF for the funds advanced to the Client(s) then an "Event of Default" on the part of the Client(s) shall be deemed to have occurred under this Agreement.
6. Upon the occurrence of an Event of Default regarding Clients' primary residency requirement under this Agreement, the Reimbursement Amount shall immediately become due and payable in full, at the option of NACA without any further notice to or demand on the Client(s). The Client (s) and NACA each specifically confirms and agrees (a) that if any Event of Default occurs under this Agreement, it would be impractical and extremely difficult to ascertain the actual damages that would be suffered by NACA and the Program, and (b) that, accordingly, the Reimbursement Amount shall represent and be treated for all purposes as liquidated damages and not a penalty. The foregoing shall be in addition to all other rights and remedies that NACA shall have either at law or in equity.
7. Upon the occurrence of an Event of Default regarding advances to the Client(s) from the NSF under this Agreement, the advanced funds shall immediately become due and payable in full, at the option of NACA without any further notice to or demand on the Client(s). The foregoing shall be in addition to all other rights and remedies that NACA shall have either at law or in equity.
8. If the Client(s) default to either NACA or the NSF neither NACA or the NSF could collect damages or funds as identified within this Agreement unless the lender with the first lien received the full payoff of the first lien.
9. The Client(s) hereby authorizes and permits NACA and its agents to obtain appropriate documents and information and to make any investigation or inquiry in connection to determining

if the Client(s) is using the Premises as his/her primary residence. If the Client(s) does not reasonably cooperate as determined by NACA, the presumption shall be that a default under this Agreement has occurred.

10. Contemporaneously with the execution of this Agreement and to evidence his or her obligations hereunder, the Client(s) shall deliver to NACA, in form and substance satisfactory to NACA, a Security Deed (the "Deed") to secure the Clients' duties and obligations under this Reimbursement Agreement.
11. Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be delivered personally, or mailed, registered or certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight courier, to the party's premises as specified in this Agreement as the Client(s) property address.
12. This Agreement, and all issues relating to its validity, interpretation, and performance, shall be governed and construed in accordance with the laws of the State of Massachusetts, without regard to any conflict of laws, rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.
13. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
14. A change or modification of this Agreement shall not be valid unless it is in writing, and shall be enforceable in accordance with its terms only when signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against the waiver is sought to be enforced. The failure of a party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.
15. In the event that any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
16. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legatees, heirs, legal representatives, successors and assigns; provided, however, that the Client(s) shall not be permitted to assign this Agreement without the prior written consent of NACA in its sole and absolute discretion.
17. Any claim or dispute regarding the terms or conditions of this Agreement, including without limitation whether any claim or dispute is subject to arbitration, shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and shall be before one arbitrator chosen pursuant to said Rules. Any arbitration hereunder shall be held in Boston, Massachusetts, or at such other location as NACA may designate. The judgment in the arbitration proceeding shall be final and binding on the parties, and the judgment on such award may be entered in any court having competent jurisdiction. Each party required to participate shall be personally responsible for one-half of the costs of arbitration excluding costs associated with each party's presentation which shall be borne by that party; provided, however, that if NACA prevails in any such arbitration, NACA shall, in addition to all other remedies provided by law, be entitled to an award of its attorneys' fees and costs. In addition to monetary and other relief, the arbitrators shall be specifically empowered to order specific performance and/or injunctive relief, as they may deem appropriate. Demand for arbitration shall be filed in writing with the other parties to this Agreement and with the American Arbitration Association. Notwithstanding anything herein to the contrary, NACA shall have the right to institute an action in any court of competent jurisdiction to enforce its rights and remedies specified in this Agreement. This Section shall survive the cancellation, expiration, or termination of this Agreement.
18. In the event that any dispute between the parties hereto results in litigation, the prevailing party

shall be reimbursed and indemnified by the party not prevailing in such dispute for all costs and expenses reasonably incurred by the prevailing party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

- 19. The recitals at the beginning of this Agreement are adopted and incorporated herein by this reference.
- 20. Upon the full payment of the Reimbursement Amount and the full repayment of any advanced funds through the NSF on the Repayment Date, NACA shall deliver, as required by law, the Deed marked satisfied and directing the instrument to be cancelled of record by the Clerk of the Superior Court.

20041123000644060 Pg 4/4 20.00
Shelby Cnty Judge of Probate, AL
11/23/2004 12:09:00 FILED/CERTIFIED

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the day and year first above written.

NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA

By: Kunya Jones Date: 11/2/04

Name: Kunya Jones Title: Director

BORROWER(S):

By: [Signature] Date: 11-2-04,

Name: Funice Myya

By: _____ Date: _____

Name: _____