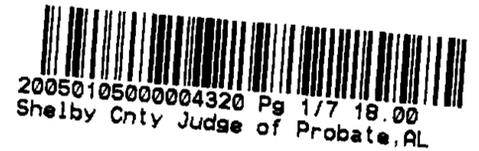


After Recording, Return to:
NACA
3607 Washington St.
Jamaica Plain, MA 02130



SECURITY AGREEMENT

State of Alabama

THIS INDENTURE made the **30th** day of **December**, in the year **Two Thousand Four**, between:

Grantor(s) Name: Johnny L. Sawyer and Denise Sawyer by and through her Attorney in Fact Johnny L. Sawyer

County: ~~Jefferson~~ SHELBY State: Alabama

as party or parties of the first part, hereinafter called Grantor, and

NEIGHBORHOOD ASSISTANCE CORPORATION 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 27 day of October 2004, has irrevocably mortgaged, granted, and conveyed, and by these presents does irrevocably mortgage, grant, and convey unto the said Grantee, their heirs, successors and assigns, the following described property, to-wit:

Lot 40, according to the Survey of Scottsdale, as recorded in Map Book 6, Page 101, in the Probate Office of Shelby County, Alabama.

THIS SECURITY INSTRUMENT IS SUBJECT AND SUBORDINATE TO THE UNPAID BALANCE DUE ON SECURITY INSTRUMENT FROM GRANTOR HEREIN TO BANK OF AMERICA RECORDED IN DEED BOOK X , PAGE , AFORESAID RECORDS, IN THE AMOUNT OF \$25,000.

Inst # 2005010500004310

Grantee and Grantor acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the Security Instrument 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 this Security Instrument 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 Agreement.

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 all applicable federal, state, and local law, and upon satisfaction of the duties and obligations secured by this Security Agreement 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 Security Agreement.

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 summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

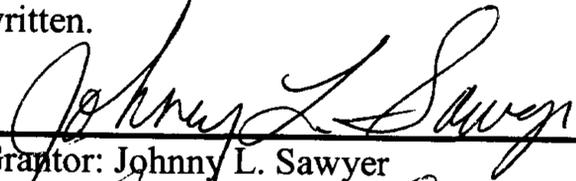
In the event of default in the performance of any of the obligations required of the Grantor by the terms of this Security Agreement, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclosure this Security Agreement or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

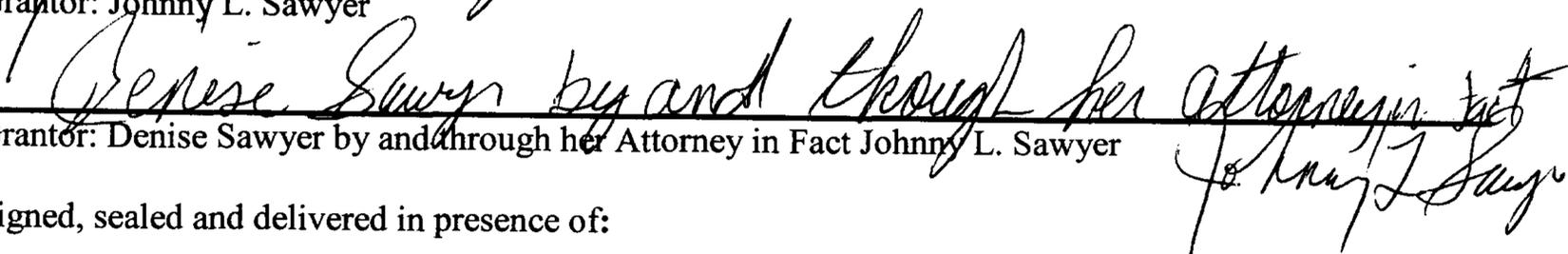
In case the duties and obligations hereby secured shall not be satisfied pursuant to the Reimbursement Agreement or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns the following irrevocable power of attorney: To sell the said property or any part thereof at auction at the usual place for conducting sales at the Courthouse in the County where the land or any part thereof lies, in the State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said premises in fee simple, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee, or assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators and assigns of Grantor, and that the conveyance to be made by Grantee or assigns shall be effectual to bar all equity of redemption of Grantor, or the successors in Interest of Grantor, in and to said premises, and Grantee or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and ten per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This Security Agreement and the Reimbursement Agreement hereby secured shall be deemed and construed to be contracts executed and to be performed in the above identified state.

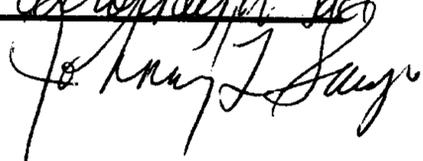
IN WITNESS WHEREOF, Grantor has hereunto set their hand and seal the day and year first above written.


Grantor: Johnny L. Sawyer


Grantor: Denise Sawyer by and through her Attorney in Fact Johnny L. Sawyer

Signed, sealed and delivered in presence of:

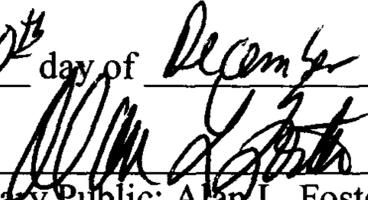
Unofficial Witness


(L.S.)

State of ALABAMA

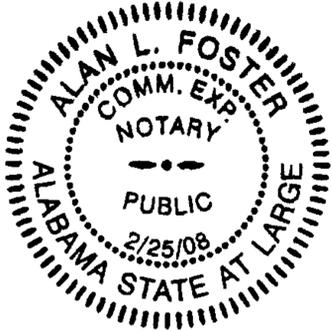
County of Shelby

Subscribed and sworn to before me this 30th day of December, 2004.



Notary Public: Alan L. Foster

My Commission Expires: February 28, 2008



NEIGHBORHOOD STABILIZATION AGREEMENT

THIS NEIGHBORHOOD STABILIZATION AGREEMENT (the "Agreement") is made as of the 10 th day of December, 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: Johnny Sawyer

Co-Borrower: Denise Sawyer

Residence: 727 Dale Place

Union Dale, NY 11553

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 or will obtain a mortgage loan through the Program to purchase or refinance his or her home (the "Property"). If for any reason the participant does not obtain any loan through the Program, this agreement shall be null and void.

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 latter of the date of this Agreement, the date of consummation of the loan, or the date on which renovation of the property 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 or on the date of consummation of the loan, whichever occurs last, and to evidence his or her obligations hereunder, the Client(s) shall deliver to NACA, in form and substance satisfactory to NACA, a Security Agreement to secure the Clients' duties and obligations under this Neighborhood Stabilization 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 NEW YORK, 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
16. 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.
17. 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.

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.

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: 12/8/04
Name: Kunya Jones Title: Director

BORROWER(S):
By: [Signature] Date: 12-8-04
Name: _____

By: _____ Date: _____
Name: _____