

REAFFIRMATION OF MORTGAGE AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this
27th day of June, 2005, by and between Diana D. Statum and Bobby Statum
(hereinafter "Borrowers"), and National City Mortgage Company, Inc. f/k/a National City
Mortgage Co. and Federal Home Loan Mortgage Corporation (hereinafter "Lender").

W I T N E S S E T H :

WHEREAS, Borrowers executed a mortgage in favor of EMMCO, LLC, a South
Carolina Limited Liability Company on the 26th day of February, 2004, recorded in the Office
of the Judge of Probate of Shelby County, Alabama, in Instrument Number
20040324000150610; transferred and assigned to National City Mortgage Company, in
Instrument Number 20040823000470050 (hereinafter referred to as "Mortgage Loan"), with
said mortgage securing an indebtedness with real property more particularly described in the
legal description attached hereto as Exhibit "A." Said property is commonly referred to as
3432 Indian Lake Trail, Pelham, AL 35124 (the "Property").

WHEREAS, on or about June 21, 2000, Lender executed and filed of record a
Foreclosure Deed in connection with said Mortgage Loan and said Foreclosure Deed, in the
aforesaid Probate Office, (hereinafter "Foreclosure Deed"); and whereas Borrowers and
Lender hereby acknowledge that at no fault of any of the parties, said Foreclosure Deed
should be declared null and void.

NOW, THEREFORE, in consideration of the recitals set forth above and other
good and valuable consideration, the sufficiency of which is hereby acknowledged by the
parties, the undersigned do STIPULATE, COVENANT, WARRANT, and AGREE as
follows:

1. The Borrowers hereby affirm that Lender's mortgage remains a valid first mortgage lien on the property and that Lender has all rights and interest granted and conveyed by Borrowers to Lender in said Mortgage Loan.

2. That Borrowers do hereby grant, bargain, sell and convey the Property to the Lender and Lender's successors and assigns with the power of sale, in order to reaffirm the existence of the Mortgage Loan dated February 26, 2004.

3. The parties hereby acknowledge that there is an outstanding principal balance due under the Mortgage Loan, the Mortgage Loan is not subject to offset or defenses, and constitutes a valid indebtedness of Borrowers.

4. The parties acknowledge that this Agreement is to be recorded in the Probate Office for the purpose of affirming the existence of the Mortgage Loan as if same had been fully re-executed by the parties hereto. The parties further authorize the Probate Court, if it so desires, to expunge the Foreclosure Deed from the record or in lieu thereof, to accept this Agreement as adequate notice of the continued enforceability and viability of the Mortgage Loan.

5. Borrowers hereby ratify and affirm that they have no defense, set-off, counter-claim, recoupment or other reason to delay the full enforcement of the obligations arising from or relating to said Mortgage Loan, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama. The Borrowers agree that the Mortgage Loan is valid and enforceable against the Borrowers, and further agree that they shall cause to be executed all necessary documents needed to effectuate the terms of this Agreement.

6. Nothing contained herein shall be deemed in any way to modify the obligations of the Borrowers pursuant to the terms of the Mortgage Loan unless expressly set forth herein. Except to the extent modified by this Agreement, the Borrowers confirm each of the covenants, agreements, and obligations of the Borrowers set forth in the Mortgage Loan, and acknowledge and agree that if and to the extent the Lender has not heretofore required strict performance of any obligation by Borrowers, such action or inaction shall not constitute

a waiver of or otherwise affect in any manner the Lender's rights and remedies under the Mortgage Loan as amended hereby, including the right to require performance of those covenants, agreements, and obligations strictly in accordance with the terms and provisions thereof. This Agreement is not intended to operate and shall not be construed as a waiver of any default, whether known to the Lender or unknown, and Lender hereby reserves any and all rights it has under the Mortgage Loan.

7. The Borrowers acknowledge, agree and stipulate that they have no claim, cause of action, or set-off against the Lender of any kind whatsoever, and hereby, for good and valuable consideration, including but not limited to this Reaffirmation Agreement, releases the Lender, its employees, agents and attorneys from any and all claims, causes of action, demands, and liabilities of any kind whatsoever, whether direct or indirect, fixed or contingent, disputed or undisputed, known or unknown, which Borrowers have or may acquire in the future against the Lender, its employees, agents or attorneys, relating in any way to any event, circumstance, action or failure to act, from the beginning of time to the date of this Reaffirmation Agreement.

8. This Reaffirmation Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall be constituted as one and the same instrument.

Executed as of the date and year first above written.

Diana D. Statum
Diana D. Statum

Bobby Statum
Bobby Statum

ACKNOWLEDGMENT OF BORROWERS

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Diana D. Statum and Bobby Statum, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 27th day of June, 2005.

Gordy E. H...

My Commission Expires: MY COMMISSION EXPIRES AUGUST 3, 2008

National City Mortgage, Inc. f/k/a National City Mortgage Co.

By: Rebecca J. Brown

Its Rebecca J. Brown, Asst. Vice President

**ACKNOWLEDGMENT OF
NATIONAL CITY MORTGAGE, INC. F/K/A NATIONAL CITY MORTGAGE CO.**

STATE OF Ohio)

Montgomery COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rebecca J. Brown, whose name as Asst. Vice President of National City Mortgage, Inc. f/k/a National City Mortgage Co., 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 said instrument, he/she executed the same as such officer and with full authority, for the purposes therein contained as of the day the same bears date.

Given under my hand and official seal on this the 12th day of July, 2005.

Lori Ann Wysong
Notary Public

My Commission Expires: _____

**LORI ANN WYSONG
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-29-09**

Federal Home Loan Mortgage Corporation

By: M. Mural Bluthner
ASSISTANT TREASURER

Its _____

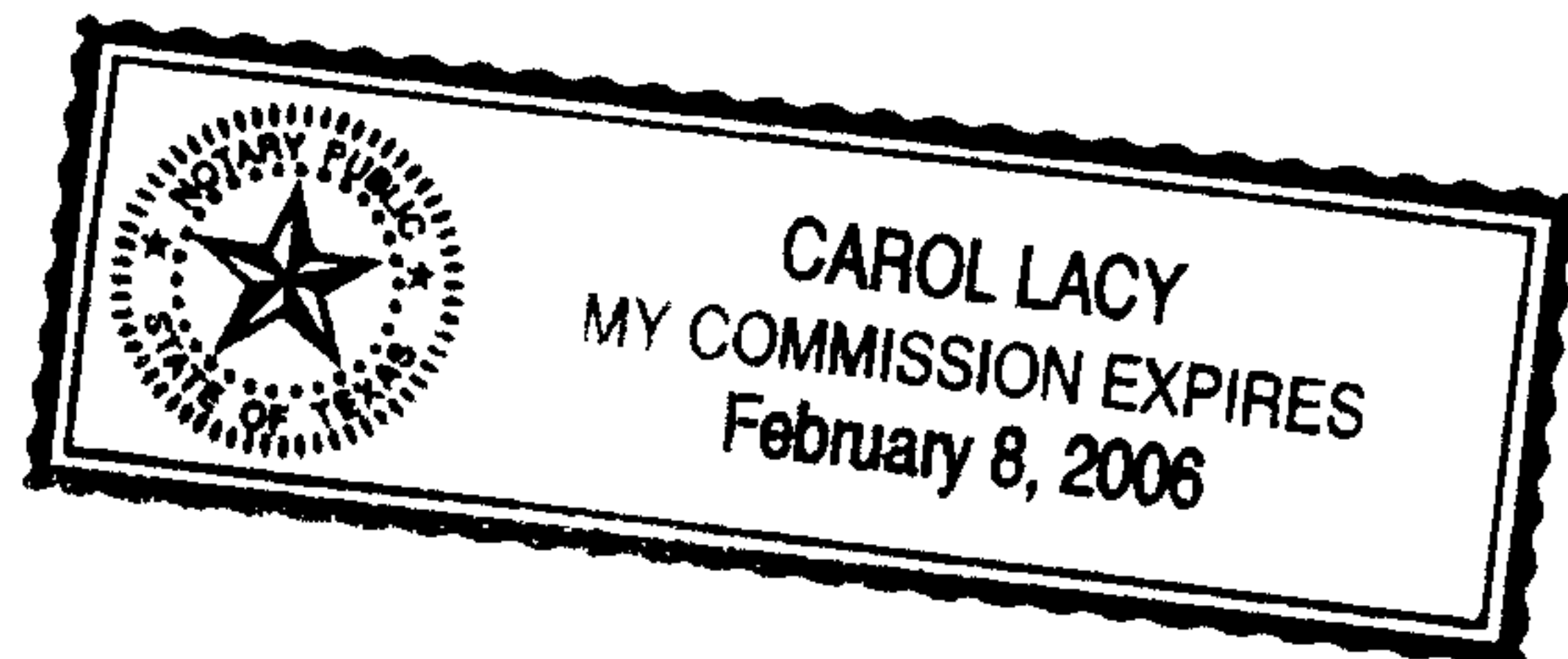
**ACKNOWLEDGMENT OF
FEDERAL HOME LOAN MORTGAGE CORPORATION**

STATE OF TEXAS)

DENTON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Federal Home Loan Mortgage Corporation, 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 said instrument, he/she executed the same as such officer and with full authority, for the purposes therein contained as of the day the same bears date.

Given under my hand and official seal on this the 7th day of JULY, 2005.



Carol Lacy
Notary Public

My Commission Expires: _____

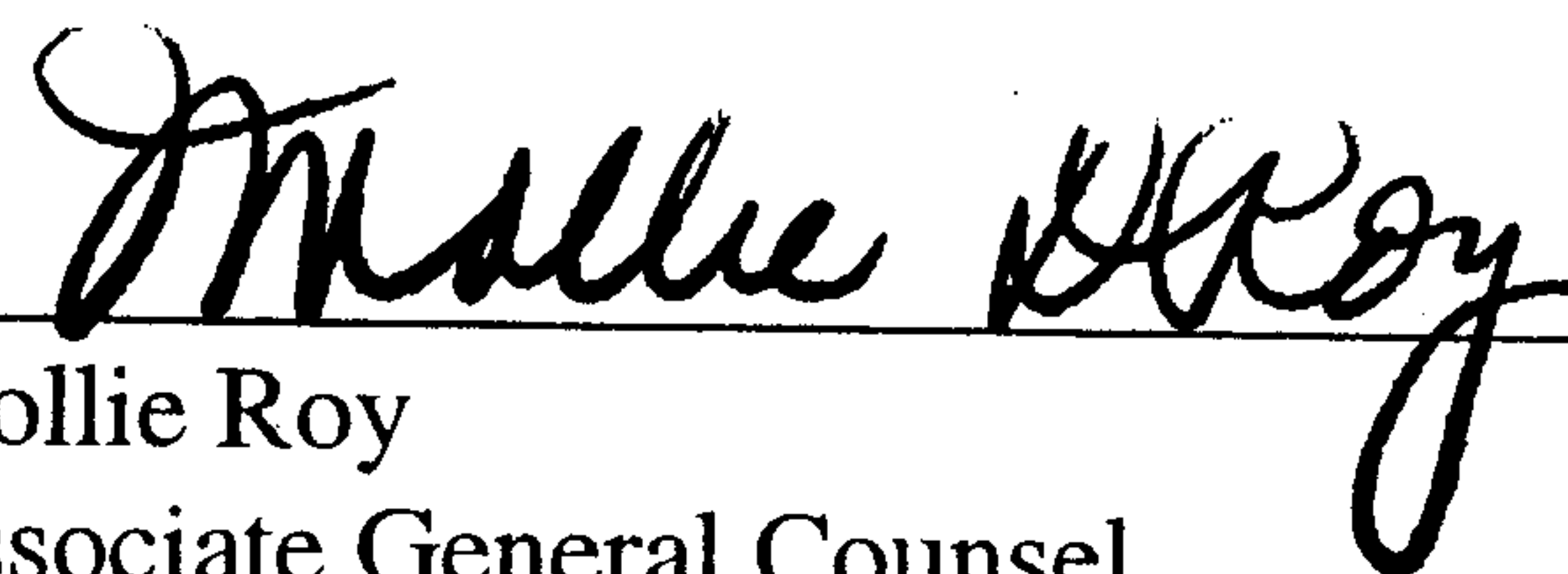
**CERTIFICATE
OF
APPOINTMENT AND AUTHORITY**

20050720000362010 7/9 \$36.00
Shelby Cnty Judge of Probate, AL
07/20/2005 08:59:42AM FILED/CERT

Pursuant to the authority vested in me by Delegations of Authorities Certificate, Section VII, Legal & Public Affairs, I hereby appoint **MURIEL AUTHER** as Assistant Treasurer of the Federal Home Loan Mortgage Corporation (Freddie Mac) for the sole purpose of executing the documents regarding real properties which are foreclosed or real property acquired by other means and assigned to **Homesteps** for disposition, including, but not limited to, the following:

- Sales contracts;
- Advances for money to brokers or others;
- Listing agreements;
- Any and all documents required in connection with the disposition of such property, including, but not limited to, deeds, settlement statements, seller financing and assumptions and Limited Powers of Attorney to execute any and all documents necessary to convey the property;
- Property management agreements and rental agreements;
- Form 104 expenses related to property activity;
- Deeds to transfer or donate properties to outside organizations; and
- Documents with respect to special financing or special concessions.

This appointment and authority becomes effective immediately and shall continue in full force and effect until December 31, 2005, unless modified or revoked. This authority shall not be redelegated.



Mollie Roy
Associate General Counsel
Corporate Secretary's Office

Effective Date: January 1, 2005

EXHIBIT "A"

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 Section 36, Township 19 South, Range 3 West; thence North 30 degrees 55 minutes 47 seconds East, a distance of 360.70 feet to the Southeastern right of way line of Indian Lake Drive; thence North 27 degrees 12 minutes 11 seconds East, along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 minutes 01 seconds East along said right of way line a distance of 75.98 feet; thence North 35 degrees 20 minutes 47 seconds East, a distance of 24.21 feet to the Point of Beginning; thence continue along the last described course and along said right of way line a distance of 108.79 feet; thence South 54 degrees 39 minutes 13 seconds East, a distance of 311.50 feet to a point on the western right of way line of Indian Lake Trail, said point being a point on a curve to the left having a radius of 53.13 feet and a central angle of 88 degrees 05 minutes 53 seconds; thence along the arc of said curve and said right of way line a distance of 81.70 feet, said arc subtended by a chord which bears South 20 degrees 33 minutes 15 seconds East, a distance of 73.88 feet to the end of said curve; thence South 41 degrees 19 minutes 07 seconds West, leaving said right of way line a distance of 99.46 feet; thence North 49 degrees 40 minutes 35 seconds West, a distance of 363.70 feet to the Point of Beginning.

Subject to a 15 minutes for ingress/egress easement being more particularly described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 36, Township 19 South, Range 3 West; thence North 30 degrees 55 minutes 47 seconds East a distance of 360.70 feet to the Southeastern right of way line of Indian Lake Drive; thence North 27 degrees 12 minutes 11 seconds East along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 minutes 01 seconds East along said right of way line a distance of 75.98 feet; thence North 35 degrees 20 minutes 47 seconds East along said right of way line a distance of 133.00 feet; thence South 54 degrees 39 minutes 13 second East a distance of 311.50 feet to a point on the Western right of way line of Indian Lake Trail, said point being a point on a curve to the left having a radius of 53.13 feet to a central angle of 47 degrees 10 minutes 38 seconds; thence along the arc of said curve and said right of way line a distance of 43.75 feet, said arc subtended by a chord which bears South 0 degrees 5 minutes 38 seconds East a distance of 42.52 feet to the Point of Beginning of the centerline of a 15 foot ingress and egress easement, said easement lying 7.5 feet each side of said centerline; thence South 69 degrees 42 minutes 20 seconds West a distance of 118.24 feet to the Southwesterly property line of said parcel; said point being the end of said centerline of said easement.

Subject to ingress-egress and utility easement described as follows: Commence at the SW corner of the SW 1/4 of the NW 1/4 of the Section of 36, Township 19 South, Range 3 West, thence North 30 degrees 55 minutes 47 seconds East a distance of 360.70 feet to the Southeastern right of way line of Indian Lake Drive; thence North 47 degrees 12 minutes 11 seconds East, along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 minutes 01 seconds East along said right of way line a distance of 105.95 feet; thence North 27 degrees 16 seconds 01 minutes along said right of way line a distance of 75.98 feet; thence North 35 degrees 20 minutes 47 seconds East along said right of way line a distance of 133.00 feet to the most Northerly corner of Statum property; thence South 54 degrees 39 minutes 13 seconds East 311.50 feet to an existing 1" iron pipe and being on the West right of way line of Indian Lake Trail, said point being on a curved right of way line and said curve being concave in an Easterly direction and having a central angle of 57 degrees 08 minutes 35 seconds and a radius of 53.98 feet; thence turn an angle to the right and run in a Southerly direction along the arc of said curve for a distance of 53.83 feet to an existing nail set in an asphalt driveway and being the point of beginning; thence continue in a Southeasterly direction

along the arc of said curve with a radius of 53.98 feet and a central angle of 29 degrees 20 minutes 41 seconds and run in a Southeasterly direction for a distance of 27.64 feet to an existing iron rebar set by Robert Farmer; thence run in a Southwesterly direction along the Southeast line of said Statum property for a distance of 37.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 143 degrees 35 minutes 12 seconds and run in a Northerly direction of 46.06 feet, more or less, to the point of beginning.