

REAFFIRMATION OF MORTGAGE AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this
8 day of August, 2008, by and between Marilyn Jones and Caleb Jones, husband
and wife, (hereinafter "Borrower"), and Taylor, Bean & Whitaker, Corp. (hereinafter "Lender").

W I T N E S S E T H:

WHEREAS, Borrower executed a mortgage in favor of Americapital Funding Corp., on
the 10th day of August, 2007, recorded in the Office of the Judge of Probate of Shelby County,
Alabama, in Instrument No. 20070816000386320 and re-recorded in Instrument No.
20070921000443730 (hereinafter referred to as "Mortgage Loan"); said mortgage having been
transferred and assigned to Taylor, Bean & Whitaker Mortgage Corp., by instrument recorded in
Instrument No. 20080522000209030 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 46 Driver Street, Calera, Alabama 35040 (the
"Property").

WHEREAS, Lender is the current holder of said Mortgage Loan.

WHEREAS, on or about June 27, 2008, a Foreclosure Deed was executed and
recorded in connection with said Mortgage Loan and said Foreclosure Deed was filed in
Instrument No. 20080709000277560 in the aforesaid Probate Office, (hereinafter "Foreclosure
Deed"); and whereas Borrower 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 Borrower hereby affirms 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 Borrower to Lender in said Mortgage Loan.

2. That Borrower does 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 August 10, 2007.

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 Borrower. Borrower agrees that borrower is responsible for all attorney's fees and costs related to the reaffirmation of this mortgage loan.

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. Borrower hereby ratifies and affirms that he has 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 Borrower agrees that the Mortgage Loan is valid and enforceable against

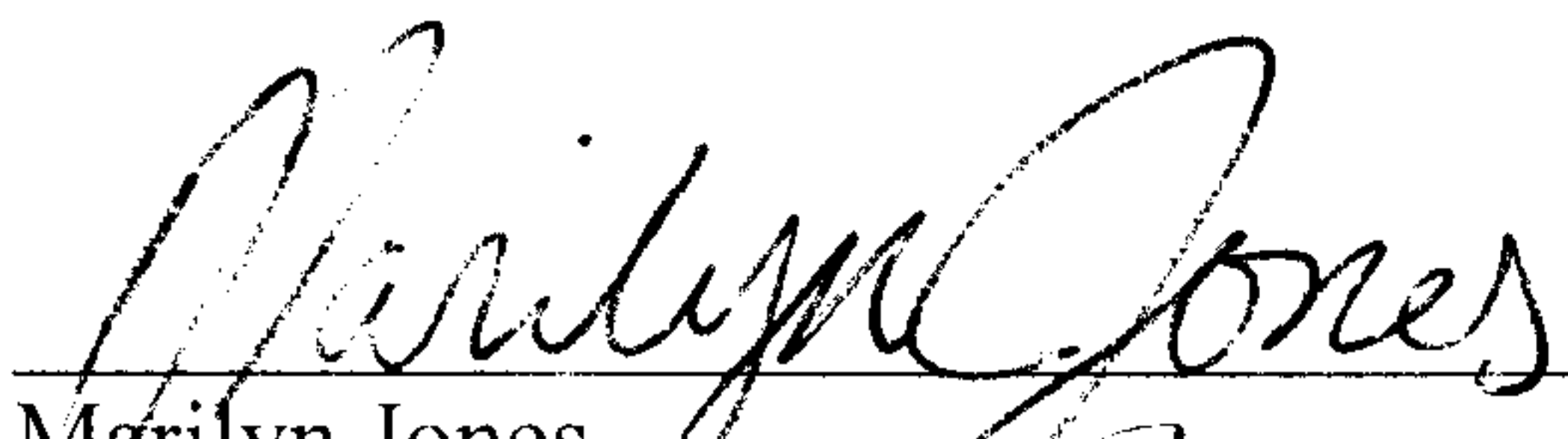
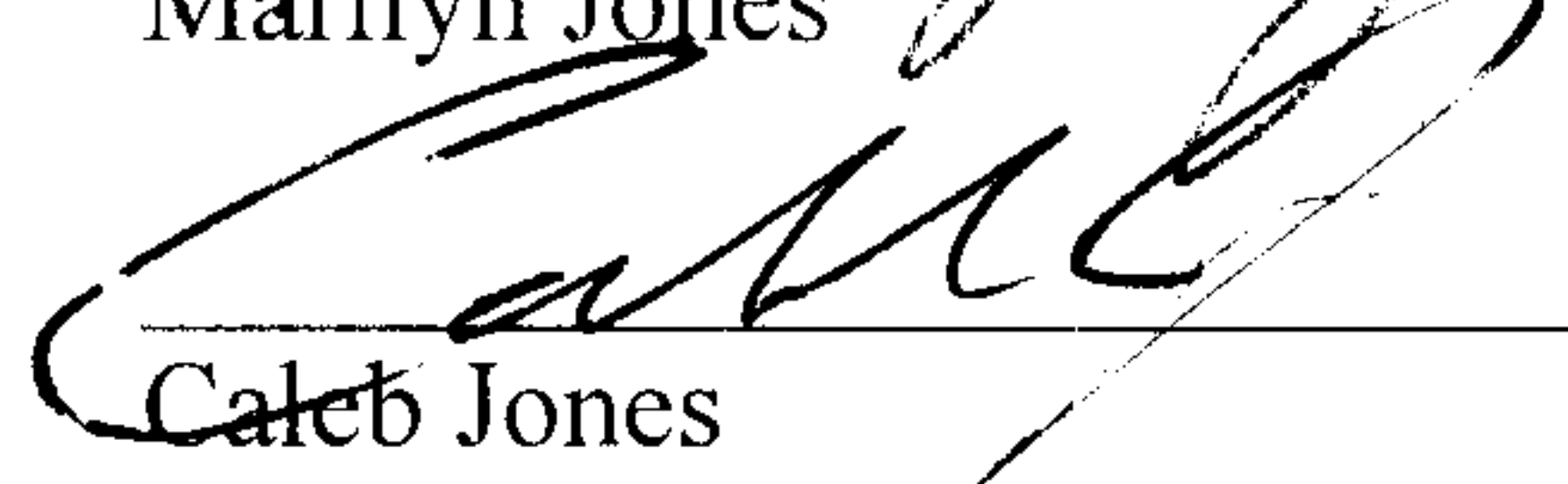
the Borrower, and further agrees that he shall cause to be executed all necessary documents needed to effectuate the terms of this Agreement.

6. Nothing contained herein shall be deemed in any way to modify the obligations of the Borrower pursuant to the terms of the Mortgage Loan unless expressly set forth herein. Except to the extent modified by this Agreement, the Borrower confirms each of the covenants, agreements, and obligations of the Borrower 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 Borrower, 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 Borrower acknowledges, agrees and stipulates that he has 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 Borrower has 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.

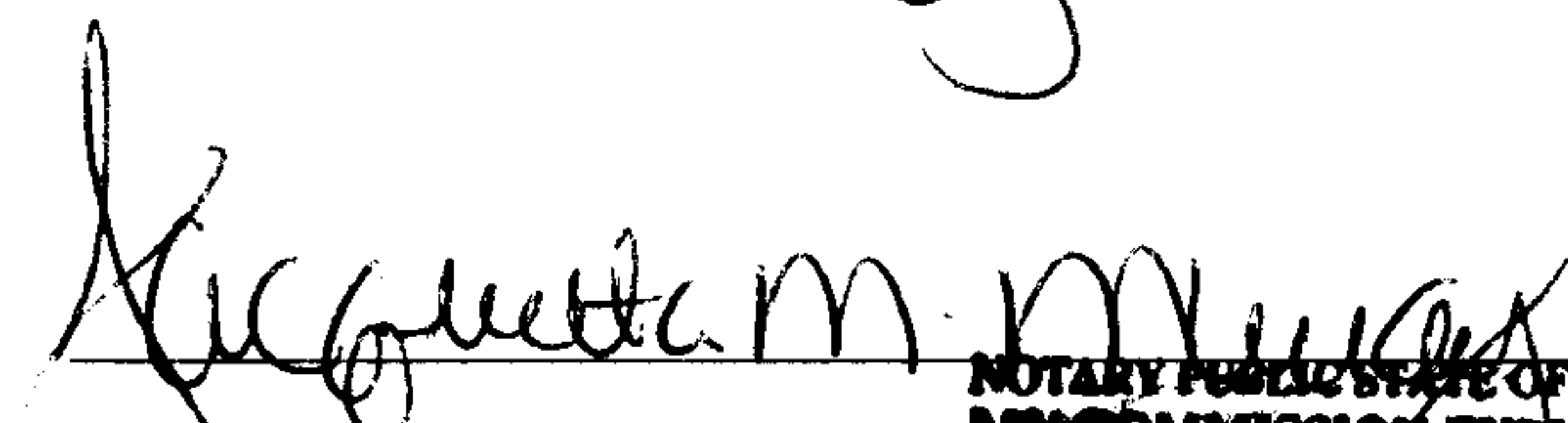

Marilyn Jones

Caleb Jones

ACKNOWLEDGMENT OF BORROWERS

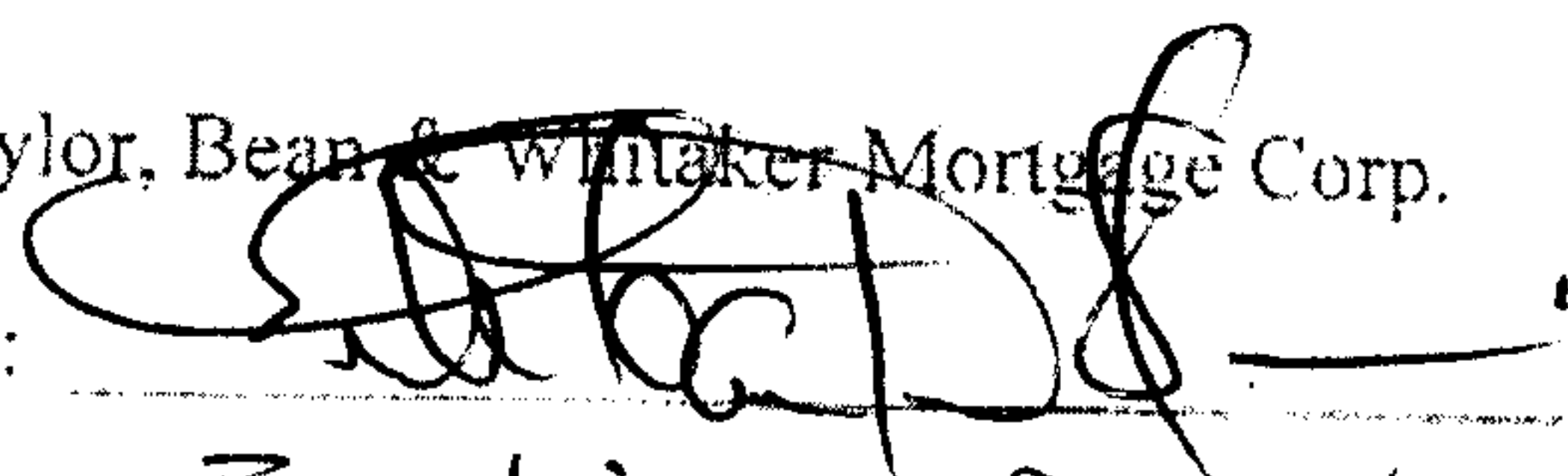
STATE OF ALABAMA)
COUNTY OF Montgomery)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marilyn Jones and Caleb Jones 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 7th day of August, 2008.


My Commission Expires: Apr 25, 2012
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Taylor, Bean & Whitaker Mortgage Corp.

By: 

Its Executive Vice-President

Erla Carter-Shaw

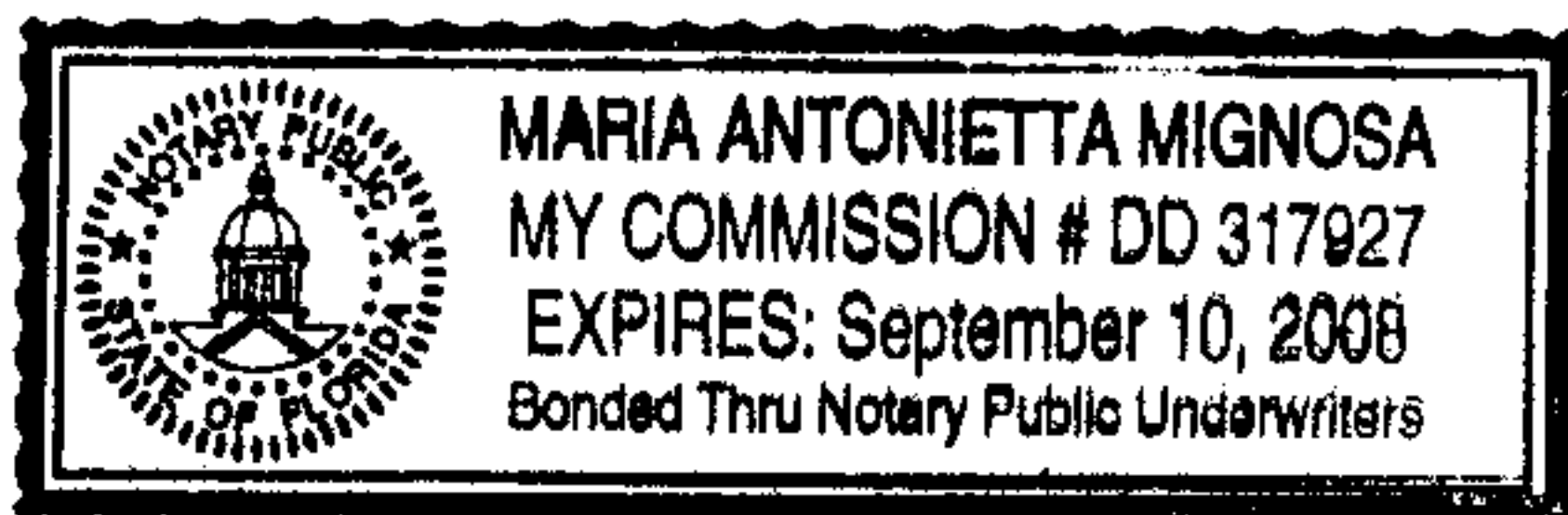
ACKNOWLEDGMENT OF TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

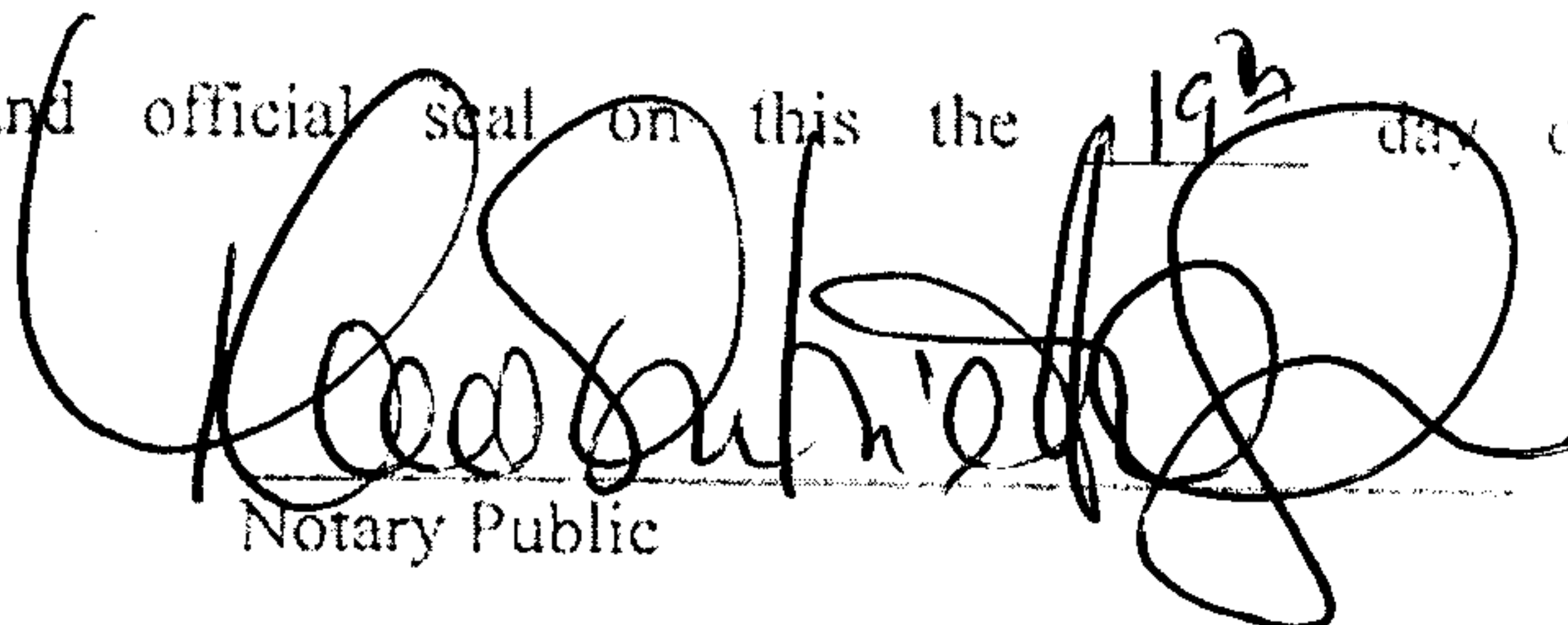
STATE OF Florida)

Marion COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Erla Carter-Shaw, whose name as Executive Vice-President of Taylor, Bean & Whitaker Mortgage Corp. 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.

August Given under my hand and official seal on this the 19th day of August, 2008.




Notary Public

My Commission Expires: 09-10-08



EXHIBIT "A"

Commence at the NW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama and run South 05 Degrees 34 Minutes 49 Seconds East 648.0 feet; thence North 86 Degrees 45 Minutes 12 Seconds East 744.0 feet to the point of beginning; thence continue North 86 Degrees 45 Minutes 12 Seconds East 419.15 feet to the West side of a paved county road; thence continue along said road North 04 Degrees 12 Minutes West 297.52 feet; thence North 89 Degrees 39 Minutes 03 Seconds West 199.9 feet; thence North 04 Degrees 14 Minutes 35 Seconds West, 127.53 feet to the South side of a paved county road; thence continuing along said road along a chord South 86 Degrees 45 Minutes 12 Seconds West, 210.00 feet; thence continuing along said road along a chord South 58 Degrees 21 Minutes 28 Seconds West, 18.26 feet; thence South 05 Degrees 03 Minutes 42 Seconds East, 429.05 feet to the point of beginning. All lying within the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama. Less and except any overlap of the following property in deed found in Book 337, Page 580 described as follows: A tract of land in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 24, Range 13 East, described as follows; Begin at the Northeast corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 2, Township 24, Range 13 East, and run West 363 feet to the point of beginning; thence South 210 feet, thence West 210 feet, thence North 210 feet; thence East 210 feet to the point of beginning