

STATE OF ALABAMA)

COUNTY OF SHELBY)

REAFFIRMATION OF MORTGAGE AGREEMENT

Mortgagors: Edward A. Woods and Lisa M. Woods, husband and wife

Mortgagee: Ocwen Loan Servicing, LLC

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 4 day of January, 2018, by and between Edward A. Woods and Lisa M. Woods, husband and wife (hereinafter "Borrowers"), and Ocwen Loan Servicing, LLC (hereinafter "Mortgagee").

WITNESSETH:

WHEREAS, on or about January 21, 2010, Borrowers executed a note secured by a mortgage in favor of Ally Bank Corp. f/k/a GMAC Bank, said mortgage having been recorded on February 17, 2010, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter "Probate Office"), in Instrument No. 20100217000046740 (hereinafter "Mortgage Loan"), said Mortgage Loan having been subsequently transferred and assigned to Ocwen Loan Servicing, LLC, as recorded in Instrument No. 20131007000400860 in the aforesaid Probate Office; with said Mortgage Loan securing the following described property commonly referred to as 410 Hwy 6, Calera, AL 35040 (the "Property"):

Commence at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 11, Township 24 North, Range 13 East; thence South 87 degrees 57 minutes 16 seconds East and run 1071.48 feet; thence South 02 degrees 02 minutes 44 seconds West and run 215.74 feet to the point of beginning, said point being on the Southerly right of way line of County Road No. 6 and being on a curve to the right having a central angle of 01 degrees 11 minutes 27 seconds and a radius of 1611.10 feet; thence along the chord of said curve South 82 degrees 53 minutes 58 seconds East and run a chord distance of 33.49 feet to the end of said curve; thence along said right of way line South 82 degrees 18 minutes 14 seconds and run 150.11 feet to the intersection of Southerly right of way line of County Road No. 6 and the Westerly right of way line of County Road No. 67, said point being on a curve to the right having a central angle of 10 degrees 52 minutes 26 seconds and a radius of 412.25 feet; thence along the chord of said curve South 11 degrees 45 minutes 44 seconds West and run a chord distance of 78.12 feet to the end of said curve; thence South 17 degrees 11 minutes 58 seconds West along last described right of way line South 17 degrees 11 minutes 58 seconds and run 146.42 feet; thence North 72 degrees 48 minutes 03 seconds West and run

218.35 feet; thence North 25 degrees 59 minutes 29 seconds East and run 195.84 feet back to the point of beginning.

WHEREAS, Ocwen Loan Servicing, LLC is the current holder of said Mortgage Loan; and

WHEREAS, on or about the February 11, 2014, Ocwen Loan Servicing, LLC held a foreclosure sale in connection with said Mortgage Loan ("Foreclosure Sale"), and a foreclosure deed was recorded in Instrument No. 20140225000051520, in the aforesaid Probate Office ("Foreclosure Deed");

WHEREAS, on or about the August 23, 2018, Shelby County, Alabama, Circuit Judge Hewitt L. Conwill, in case number 58-CV-2018-900098, reformed the Mortgage Loan legal description based on the agreement of all parties to the reformation lawsuit;

WHEREAS, the reformation of the Mortgage Loan legal description effectively voided the foreclosure sale;

WHEREAS, Borrowers and Mortgagee hereby acknowledge that, at no fault of any of the parties, said foreclosure sale 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. That aforesaid Foreclosure Sale and Foreclosure Deed are hereby declared null and void and of no force and effect.

2. That the Borrowers further affirm that Mortgagee's Mortgage Loan remains a valid first mortgage lien on the Property and that Mortgagee has all rights and interests granted and conveyed by Borrowers to Mortgagee in said Mortgage Loan.

3. That the Mortgagee does hereby affirm that title to the above described property remains vested in the Borrowers and that Mortgagee has all rights and interests in said Property as granted and conveyed by Borrowers to Mortgagee in said Mortgage Loan; therefore, Borrowers do hereby grant, bargain, sell, and convey the Property to the Mortgagee and Mortgagee's successors and assigns with the power of sale, in order to reaffirm the existence of the Mortgage Loan.

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

5. The parties acknowledge that this Agreement is to be recorded in the Probate Office for the purposes of (i) affirming the existence of the Mortgage Loan as if same had been fully re-executed by the parties hereto, and (ii) treating the foreclosure sale as if it had never been held. The parties further authorize the Probate Court, if it so desires, to accept this Agreement as adequate notice of the continued enforceability and viability of the Mortgage Loan.

6. Borrowers do 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 or arising from or relating to the foreclosure sale. The Borrowers agree that the Mortgage Loan is valid and enforceable against the Borrowers, and further agrees that they shall cause to be executed all necessary documents needed to effectuate the terms of this Agreement.

7. 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 Servicer has not heretofore required strict performance of any obligation by the Borrowers, such action or inaction shall not constitute a waiver of or otherwise affect in any manner the Servicer'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 Servicer or unknown, and Servicer hereby reserves any and all rights it has under the Mortgage Loan.

8. The Borrowers acknowledge, agree and stipulate they have no claim, cause of action, or set-off against the Mortgagee, Mortgagee, or any assignee thereof, of any kind whatsoever, and hereby, for good and valuable consideration, including but not limited to this Reaffirmation Agreement, release the Servicer, 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 Mortgagee, 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.

9. 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.

(The remainder of this page intended to remain blank)

Executed as of this 20 day of December 2018.

MORTGAGEE:

Ocwen Loan Servicing, LLC.

By: *A.F.* Aaron Friedlander

Its: Contract Management Coordinator

ACKNOWLEDGMENT OF MORTGAGEE

STATE OF Florida)
Palm Beach COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Friedlander, whose name as Contract Management Coordinator of Ocwen Loan Servicing, LLC, 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, as such officer, and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal on this the 20 day of December, 2018.

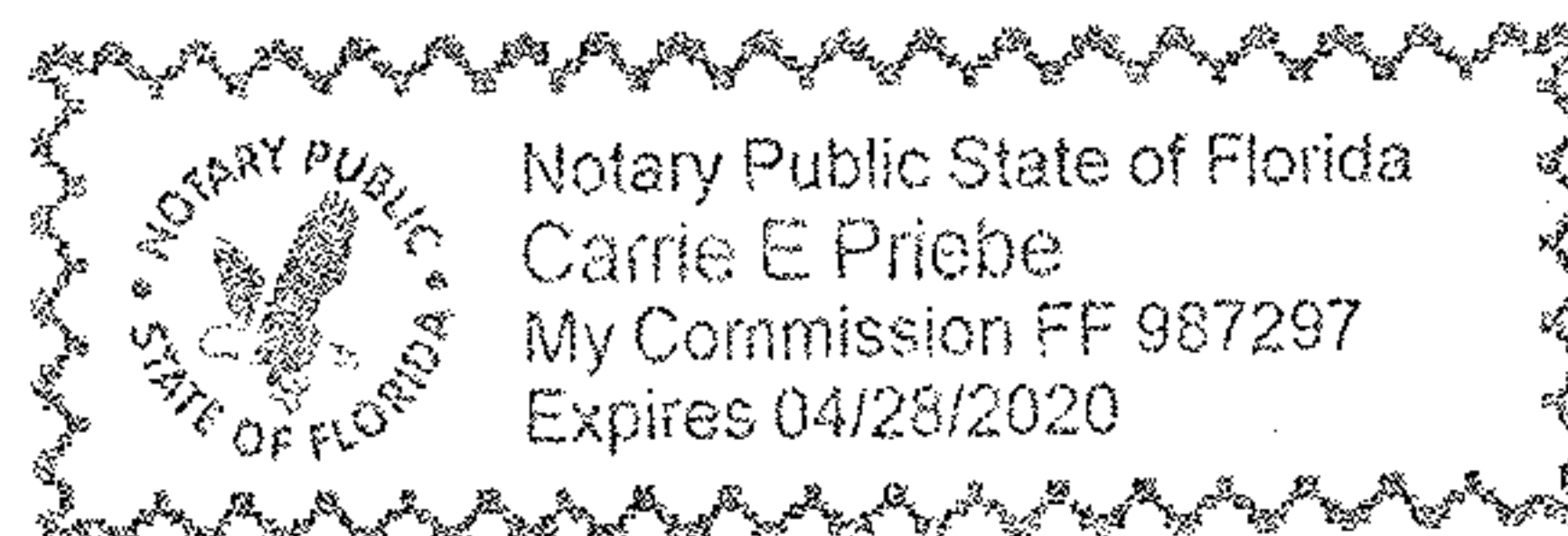
Personally Known To Me
CP 12/20/18

Carrie E. Priebe
Notary Public Carrie E. Priebe

My Commission Expires:

This Instrument Prepared By:
Carl J. Emmons, Esq.
Sirote & Permutt, P.C.
Post Office Box 55727
Birmingham, AL 35255-5727

Sirote File No. 405150



Executed as of this 4 day of January ²⁰¹⁹~~2018~~.

BORROWERS

[Signature]
Edward A. Woods

[Signature]
Lisa M. Woods

STATE OF Alabama

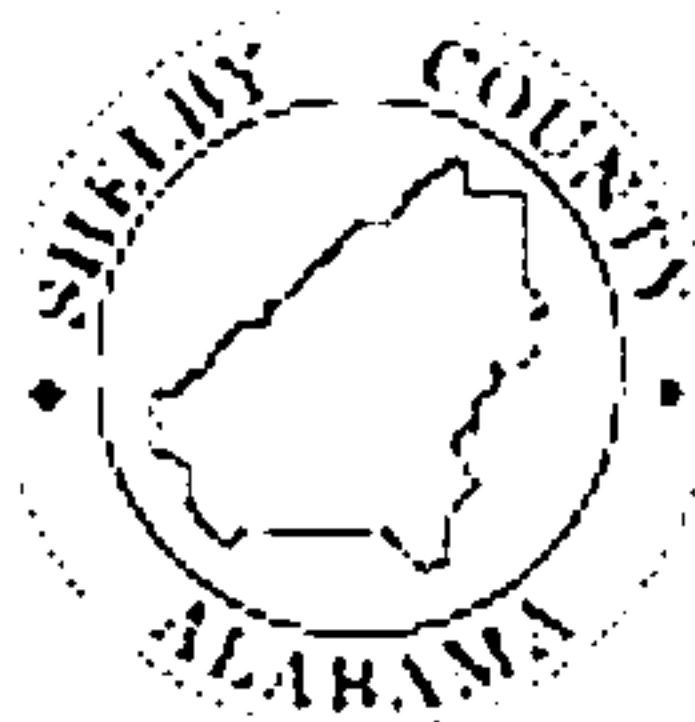
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edward A. Woods and Lisa M. Woods, 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 4 day of January ²⁰¹⁹~~2018~~.

[Signature]
Notary Public

My Commission Expires: _____
MY COMMISSION EXPIRES FEBRUARY 10, 2020



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/17/2019 01:16:02 PM
\$30.00 CHERRY
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[Signature]

