

## REAFFIRMATION AGREEMENT

This REAFFIRMATION AGREEMENT (this "Agreement") executed this day of June, 2008 by and between GREENPOINT MORTGAGE FUNDING INC. and EDNA B. HUFFMAN AND HILL R. HUFFMAN, husband and wife.

## WITNESSETH:

WHEREAS, EDNA B. HUFFMAN AND HILL R. HUFFMAN are the owners of the following described real estate situated in SHELBY County, Alabama, to-wit:

LOT 23-A ACCORDING TO THE SURVEY OF STONEGATE REALTY LAKE LOTS RESURVEY BEING RESURVEY OF LOTS 18, 19, 20, 22, 23, AND COMMON AREA, AS RECORDED IN MAP BOOK 29, PAGE 139 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY ALABAMA.

WHEREAS, between GREENPOINT MORTGAGE FUNDING INC. ("Lender") is the owner of that certain mortgage heretofore executed by EDNA B. HUFFMAN AND HILL R. HUFFMAN to GREENPOINT MORTGAGE FUNDING INC., said mortgage being duly recorded in the Probate Office of SHELBY County, Alabama, ("Probate Office") instrument number 20060927000480050 and rerecorded as instrument number 20061003000488440 (the "Mortgage").

WHEREAS, a result of a clerical error, the Mortgage was erroneously foreclosed upon on the courthouse steps of SHELBY County, Alabama, as evidenced by the filing of that certain foreclosure deed recorded in the Probate Office as instrument number #20080515000198720 (the "Foreclosure Deed") which said property was purchased by the Lender at said sale;

WHEREAS, the parties are desirous of setting aside the foreclosure and affirming that the Mortgage remains a valid First mortgage lien on the Property and that the foreclosure sale and filing of the Foreclosure Deed was done in error;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), 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, CONVENANT, WARRANT AND AGREE as follows:

- 1. That the Foreclosure Deed is hereby declared null and void and of no force and effect, the same having been incorrectly filed, and that the Lender does hereby grant, bargain sell and convey the real estate described in said Mortgage to EDNA B. HUFFMAN AND HILL R. HUFFMAN.
- 2. The parties acknowledge that the Mortgage is and shall remain in a valid first priority mortgage on the Property until such time as the certain Note dated SEPTEMBER 13, 2006, evidencing the Indebtedness (and which the Mortgage secures) is paid in full and therefore, EDNA B. HUFFMAN AND HILL R. HUFFMAN, do hereby **grant**, **bargain**, **sell and convey** unto, GREENPOINT MORTGAGE FUNDING INC, it's successors and or assigns, as security for said mortgage the real estate described in the aforesaid Mortgage. The parties hereby acknowledge that the Note remains unpaid but current, is not subject to offset or defenses, constitutes a valid indebtedness of EDNA B. HUFFMAN AND HILL R. HUFFMAN and that a true and correct copy of the original Note is attached hereto market as Exhibit "A".
- 3. The parties acknowledge that this Agreement is to be recorded in the Probate Office, for the purposes of (I) reinstating the Mortgage as if same has been fully re-executed by the parties Hereto and (ii) treating the foreclosure sale as if it had never occurred. 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.

Executed as of the date and year first above written.

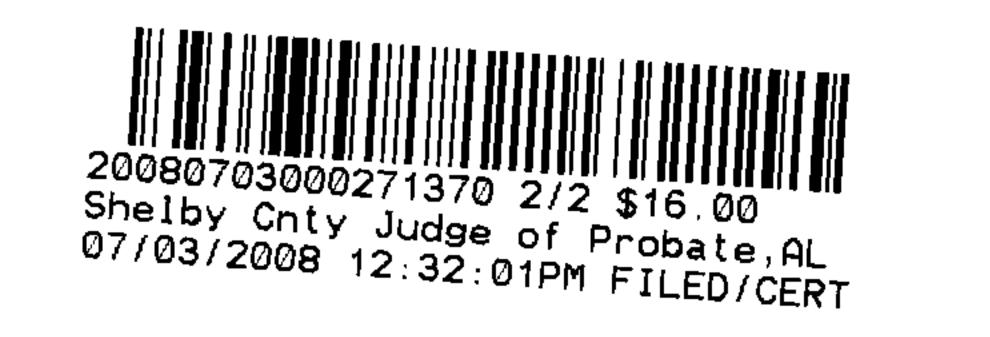
GREENPOINT MORTGAGE FUNDING INC.

Tina Johes, Asst. Vice Presiden

HILL R. HUFFMAN

By:





## ACKNOWLEDGEMENTS

STATE OF ALABAMA GA)
COUNTY OF Muscogle

asconveyance, and who is known to the conveyance, he/sh act of said	the undersigned, a Notary Public, hereby certify that
(SEAL)	NOTARY PUBLIC My commission expires:  Novemember 19, 201
Public in and for said HUFFMAN, husband and who are known to	this 15 day of
	ven under my hand and seal of office this the 25 day of 14, 2008.
	NOTARY PUBLIC  My commission expires:  GG
(SEAL)	PEGGY I. MANN COMMISSION EXPIRES FEB 5, 2011  ABA  OBLIC  OTAB  ATE AT INITIAL  OTAB  OTAB