

**REAFFIRMATION OF MORTGAGE AGREEMENT**

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 25<sup>th</sup> day of August, 2008, by and between Jason Kent O'Daniel and Sonya M. O'Daniel, husband and wife, (hereinafter "Borrower"), and CitiMortgage Inc. (hereinafter "Lender").

**WITNESSETH:**

WHEREAS, Borrower executed a mortgage in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for CitiMortgage, Inc., on the 25th day of May 2006, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20060613000279380 (hereinafter referred to as "Mortgage Loan"); said mortgage having been transferred and assigned to CitiMortgage Inc., recorded in Instrument Number 20080714000284140, in the aforesaid Probate Office, 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 1327 3rd Avenue SW, Alabaster, AL 35007 (the "Property").

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

WHEREAS, on or about July 22, 2008, a Foreclosure Deed was executed and recorded in connection with said Mortgage Loan and said Foreclosure Deed was filed in Instrument Number 20080731000309080, 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 May 10, 2006.

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 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.

  
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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.

Jason Kent O'Daniel  
Jason Kent O'Daniel

Sonya M. O'Daniel  
Sonya M. O'Daniel

### ACKNOWLEDGMENT OF BORROWER

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jason Kent O'Daniel and Sonya M. O'Daniel, husband and wife, 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, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 25 day of Aug., 2008.

Cherie Horton

My Commission Expires:

**CHERIE HORTON**  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
August 25, 2009

CitiMortgage Inc.

By: Jaime R. Hardcastle  
Its JAMIE R. HARDCASTLE  
Asst. Vice President

ACKNOWLEDGMENT OF CITIMORTGAGE INC.

STATE OF MO )  
St. Charles COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jaime Hardcastle, whose name as asst. Vice President of CitiMortgage Inc., 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 25<sup>th</sup> day of September, 2008.

R. Raggio  
Notary Public

My Commission Expires: 04/14/12

**R. RAGGIO**  
Notary Public - Notary Seal  
State of Missouri, St. Charles County  
Commission #08533493  
My Commission Expires 04/14/ 2012




  
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Shelby Cnty Judge of Probate, AL  
10/08/2008 10:13:58AM FILED/CERT

EXHIBIT "A"

Lot 22, according to the Survey of Kenton Brant Nickerson Subdivision, as recorded in Map Book 5, Page 53, in the Probate Office of Shelby County, Alabama.