

Instrument Prepared By: Cynthia W. Williams Sirote & Permutt, P.C. 2311 Highland Avenue South Birmingham, AL 35205

STATE OF ALABAMA

COUNTY OF SHELBY

REAFFIRMATION OF MORTGAGE AGREEMENT

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this	13	day
of <u>Onvan</u> 2009 of <u>Onvan</u> 2008, by and between Christopher H. Meadows and Alisa J. Meadows, h		

wife (hereinafter "Borrower"), and Indymac Bank (hereinafter "Lender").

WITNESSETH:

WHEREAS, Borrower executed a mortgage in favor of Mortgage Electronic Registration

Systems Inc. as nominee for Indymac Bank, F.S.B., a federally charted savings bank, on the 13th day of

June, 2005, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument

No.: 20050627000316550; said mortgage having been transferred and assigned to Deutsche Bank

National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR18, Mortgage

Pass-Through Certificates, Series 2005-AR18 under Pooling and Servicing Agreement dated September

1, 2005, recorded in Instrument No.: 20080609000233790 (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 1109 Greymoor

Road, Birmingham, AL 35242 (the "Property").

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

WHEREAS, on or about May 30, 2008, a Foreclosure Deed was executed and recorded in connection with said Mortgage Loan and said Foreclosure Deed was filed in Instrument No.: 20080609000233800, 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 June 13, 2005.
- 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 attorneys' 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.

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- 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.

[Intentionally Left Blank]

Executed as of the date and year first above written.

Christopher H. Meadows

ACKNOWLEDGMENT OF BORROWER

STATE OF ALABAMA COUNTY OF Tallades

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher H. Meadows, whose name 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 executed the same voluntarily on the day the same bears date.

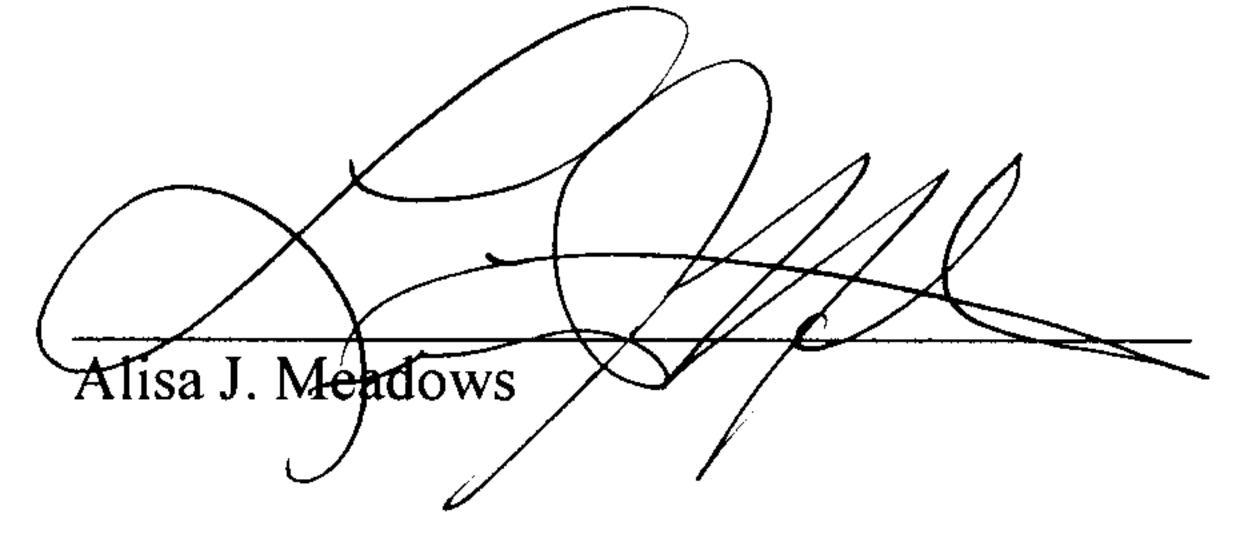
Given under my hand and official seal on this the 20 day of Nonher, 2008.

Notary Public

My Commission Expires: 0/-/2-20/

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Executed as of the date and year first above written.



ACKNOWLEDGMENT OF BORROWER

STATE OF ALABAMA

COUNTY OF Tallades)

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alisa J. Meadows, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 20 day of November, 2008.

Notary Public

My Commission Expires: 0/-12-20/

Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR18, Mortgage Pass-Through Certificates, Series 2005-AR18 under Pooling and Servicing Agreement dated September 1, 2005

Its Vice President Banknuptcy and Foreclosure

Acknowledgment of Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR18, Mortgage Pass-Through Certificates, Series 2005-AR18 under Pooling and Servicing Agreement dated September 1, 2005

STATE OF TEXAS)
William	son	COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eaca Sonson-Secilary, whose name as Vert Bankungrey's Foreclessive of Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2005-AR18, Mortgage Pass-Through Certificates, Series 2005-AR18 under Pooling and Servicing Agreement dated September 1, 2005, 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 13 day of January, 2008. 2009

Notary Public

My Commission Expires:

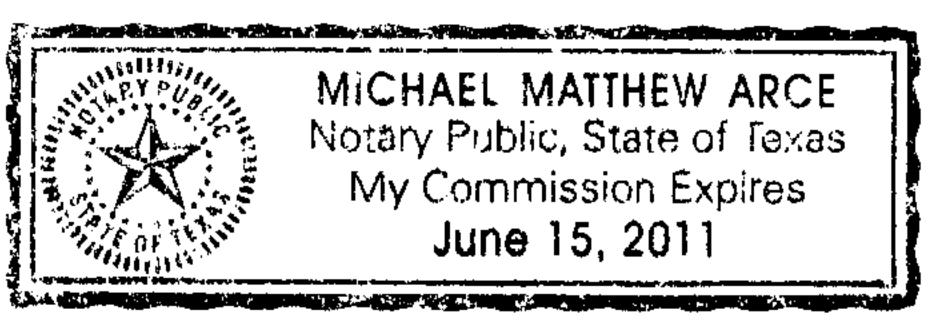


EXHIBIT "A"

The following described real estate situated in Shelby County Alabama, to wit: Lot 82, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, Page 72, A,B, &C, in the Probate Office of Shelby County, Alabama.