

REAFFIRMATION OF MORTGAGE AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 26th day of January, 2010, by and between James Brian Chafin aka James B. Chafin and Cindy Womble Chafin aka Cindy W. Chafin, husband and wife, (hereinafter "Borrower"), and CitiMortgage, Inc., (hereinafter "Lender").

WITNESSETH:

WHEREAS, Borrowers executed a mortgage in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for MortgageAmerica, Inc., on the 19th day of May 2008; recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No 20080528000215540, transferred and assigned to CitiMortgage Inc., in Instrument No. 20091124000435920 in the aforesaid Probate Office (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 300 Falliston Ct., Helena, AL 35080 (the "Property").

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

WHEREAS, on or about November 6, 2009, a Foreclosure Deed was executed and recorded in connection with said Mortgage Loan and said Foreclosure Deed was filed in Instrument No. 20091124000435930 in the aforesaid Probate Office, (hereinafter "Foreclosure Deed"); and whereas Borrowers 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 Borrowers hereby affirm 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 Borrowers to Lender in said Mortgage Loan.

2. That Borrowers do 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 19, 2008, along with any and all Assignments.

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 Borrowers. Borrowers agree that borrowers are 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. Borrowers 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, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama. The Borrowers agree that the Mortgage Loan is valid and enforceable against


the Borrowers, and further agree that they shall cause to be executed all necessary documents needed to effectuate the terms of this Agreement.

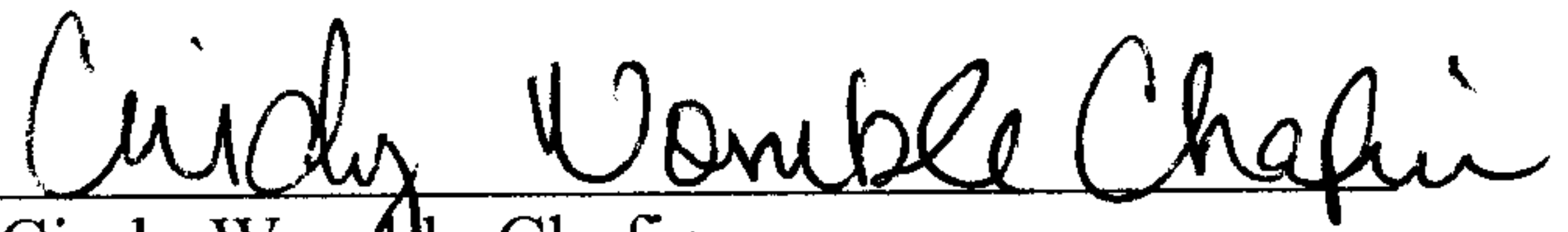
6. Nothing contained herein shall be deemed in any way to modify the obligations of the Borrowers pursuant to the terms of the Mortgage Loan unless expressly set forth herein. Except to the extent modified by this Agreement, the Borrowers confirm each of the covenants, agreements, and obligations of the Borrowers set forth in the Mortgage Loan, and acknowledge and agree that if and to the extent the Lender has not heretofore required strict performance of any obligation by Borrowers, 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 Borrowers acknowledge, agree and stipulate that they have 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, release 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 Borrowers have 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.

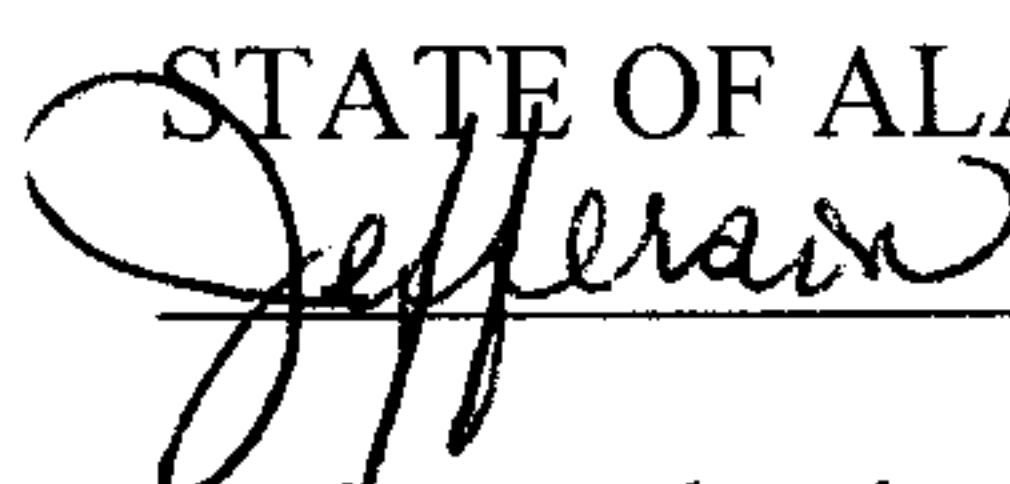
8. This Reaffirmation Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall be constituted as one and the same instrument.

Executed as of the date and year first above written.


James Brian Chafin

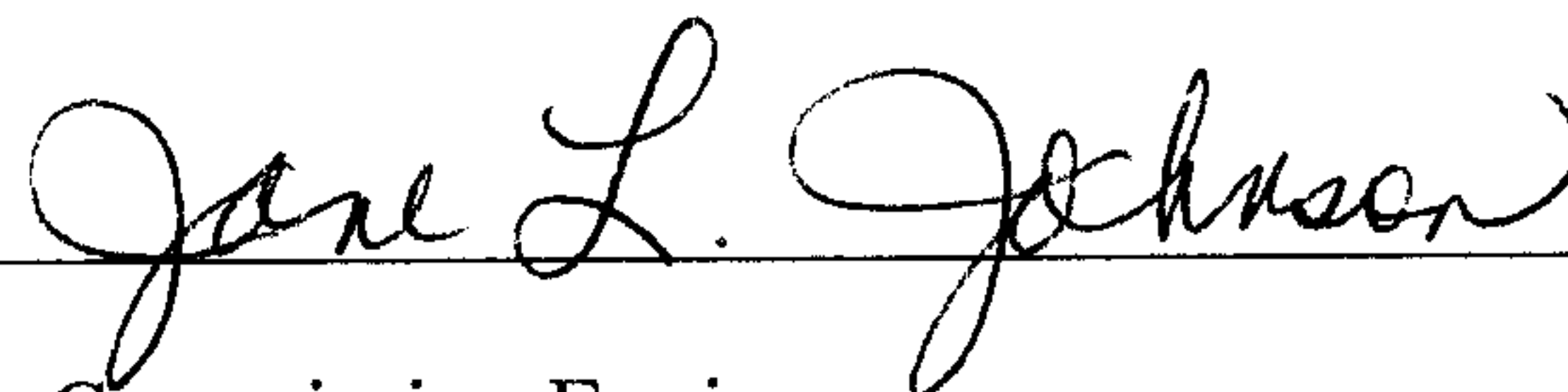

Cindy Womble Chafin

ACKNOWLEDGMENT OF BORROWERS JAMES BRIAN CHAFIN AND CINDY WOMBLE CHAFIN

STATE OF ALABAMA)
 COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Brian Chafin and Cindy Womble Chafin, 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 26th day of January, 2010.


My Commission Expires: _____

**My Commission Expires
July 23, 2010**

CitiMortgage Inc.

By: 

Its Jason Jenkins, Assistant Vice President

ACKNOWLEDGMENT OF CITIMORTGAGE INC.


STATE OF MISSOURI)

SAINT CHARLES COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jason Jenkins, whose name as Assistant 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.

Feb Given under my hand and official seal on this the 5th day of Feb, 2010.

ALEX D CROSSMAN
Notary Public - Notary Seal
State of Missouri
St. Charles County
Commission #08672776
My Commission Expires 11/04/2012


Notary Public

My Commission Expires: _____



EXHIBIT "A"

Lot 22, according to the Survey of Fallston Ridge, Second Sector, as recorded in Map Book 31, Page 87, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.