

STATE OF ALABAMA                    )  
COUNTY OF SHELBY                )

**REAFFIRMATION OF MORTGAGE AGREEMENT**

**Mortgagors:**                   Daniel H. Heisler, a married man, and Brooke V. Heisler, his wife  
**Original Mortgagee:**       Aliant Bank

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 10<sup>th</sup> day of July, 2010, by and between Daniel H. Heisler, a married man, and Brooke V. Heisler, his wife (hereinafter "Borrowers"), and Bank of America, N.A. as successor by merger to LaSalle Bank as successor to LaSalle Bank Midwest, N.A. (hereinafter "Lender").

**WITNESSETH:**

WHEREAS, Borrowers executed a note and mortgage in favor of Alliant Bank, on the 15<sup>th</sup> day of July, 2005, said mortgage was recorded on the 27th day of July, 2005, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No. 20050727000378000, (hereinafter "Mortgage Loan"), with said mortgage securing an indebtedness with real property more particularly described as follows:

Lot 24, according to the Survey of Hamlet 5th Sector as recorded in  
Map Book 9, page 70, Shelby County, Alabama Records.

WHEREAS, Lender is the current holder of said Mortgage Loan as evidenced by those certain assignments recorded in Instrument No. 20050727000378010 and Instrument No. 20070831000413540 in aforementioned Probate Office; and

WHEREAS, on or about March 26, 2010, Bank of America, N.A. as successor by merger to LaSalle Bank as successor to LaSalle Bank Midwest, N.A. erroneously executed and filed of record a Release of Mortgage in connection with said Mortgage Loan and said purported Release was filed in Instrument No. 20100326000088320, in the aforesaid Probate Office, (hereinafter "Release of Mortgage"); and whereas Borrowers and Lender hereby acknowledge that at no fault of any of the parties, said Release of Mortgage 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 July 15, 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 Borrowers.

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 Release of Mortgage 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 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 Agreement.

8. This 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

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Shelby Cnty Judge of Probate, AL  
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Executed as of the date and year first above written.

Daniel B Heisler

~~Daniel H. Heisler~~ Daniel B Heisler

Brooke V. Heisler

Brooke V. Heisler

### ACKNOWLEDGMENT OF BORROWERS

STATE OF Alabama

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel H. Heisler, a married man, and Brooke V. Heisler, his 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 14<sup>th</sup> day of July, 2010.

Martha Horne

My Commission Expires: Sept 17, 2013

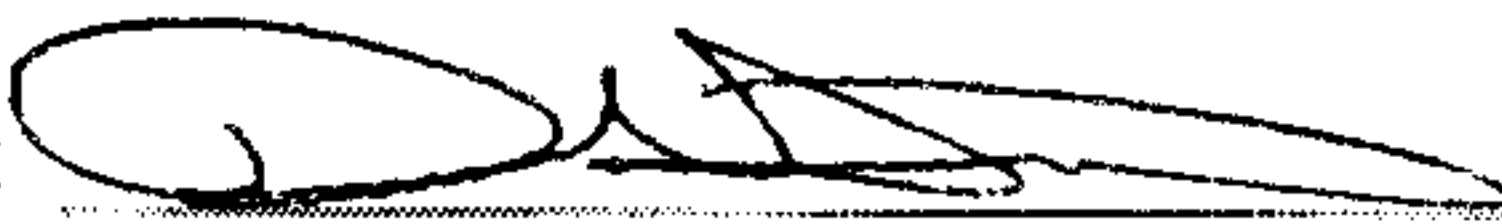
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 17, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Shelby Cnty Judge of Probate, AL  
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LENDER:

Bank of America, N.A. as successor by merger to LaSalle  
Bank as successor to LaSalle Bank Midwest, N.A.

By: 

Its: VICE PRESIDENT

**ACKNOWLEDGMENT OF LENDER**

STATE OF NORTH CAROLINA )

GUILFORD COUNTY )

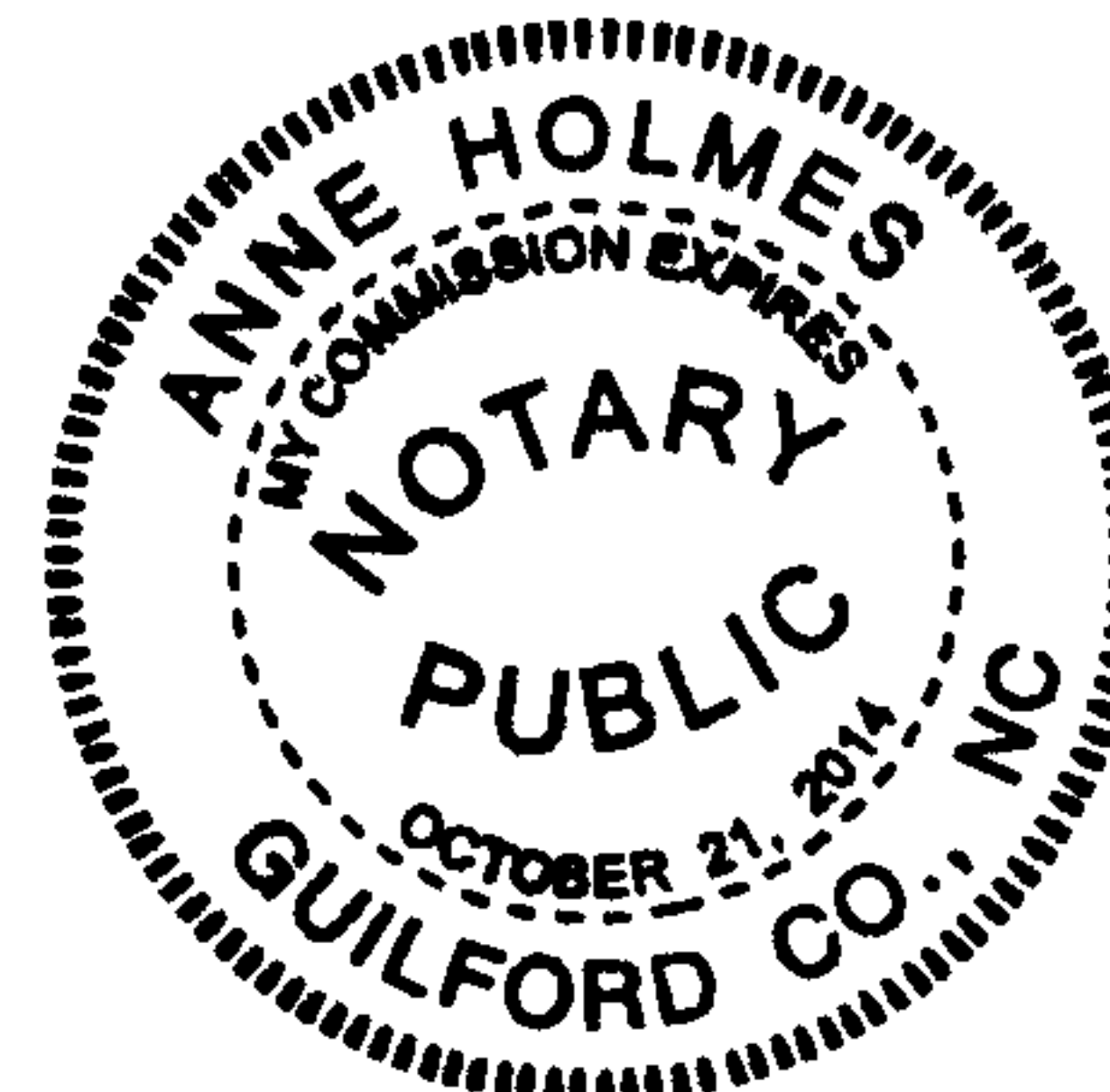
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  
DEBNA R. HUNT, whose name as VICE PRESIDENT of Bank of America, N.A.  
as successor by merger to LaSalle Bank as successor to LaSalle Bank Midwest, N.A. is signed to the foregoing  
instrument, and who is 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 corporation.


Given under my hand and official seal on this the 6<sup>th</sup> day of July, 2010.

  
Notary Public

My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
Andy W. Saag, Esq.  
Sirote & Permutt, P.C.  
Post Office Box 55727  
Birmingham, AL 35255-5727



  
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