

**REAFFIRMATION OF MORTGAGE AGREEMENT**

STATE OF ALABAMA                     )  
COUNTY OF SHELBY                 )

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 5 day of July, 2011, by and between Matthew C. Benton and Amanda M. Benton (hereinafter "Borrowers"), and U.S. Bank, National Association, servicer of the loan on behalf of FHLMC (hereinafter "Lender").

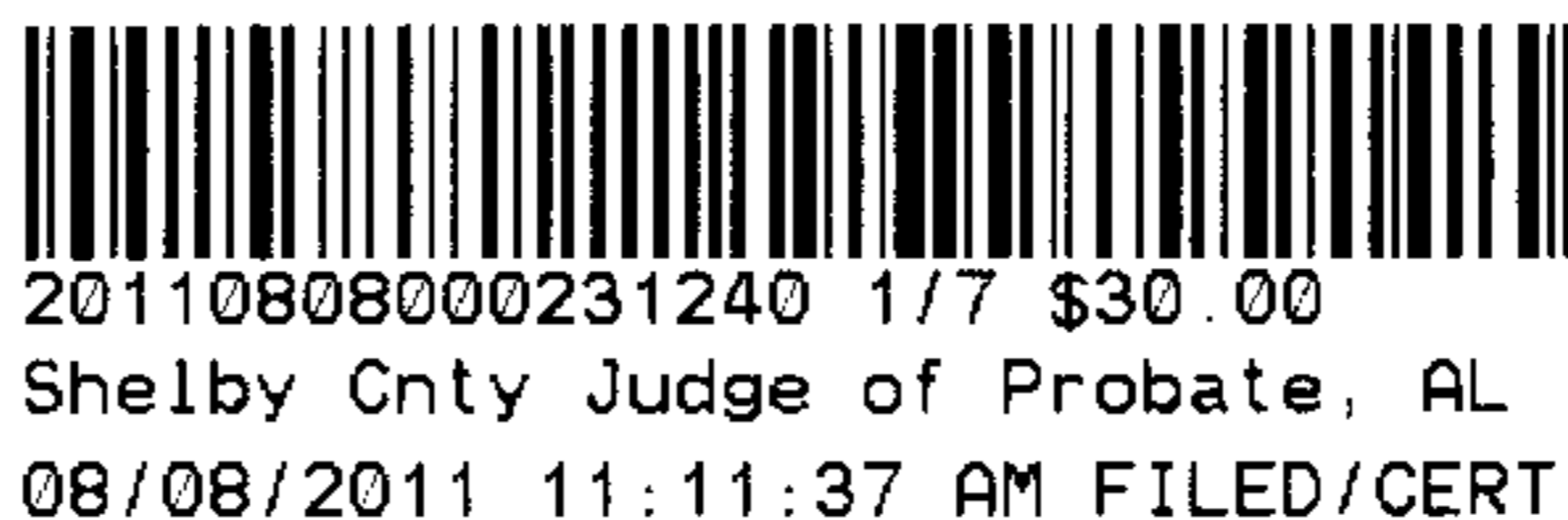
**WITNESSETH:**

WHEREAS, Borrowers executed a mortgage in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for HMSV-USB Lending, LLC d.b.a. MortgageSouth on the 28<sup>th</sup> day of February, 2007 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20070312000109970 (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 7144 Hwy 10, Montevallo, AL 35515 (the "Property").

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

WHEREAS, on or about February 23, 2011, a Foreclosure Deed was executed and recorded in connection with said Mortgage Loan and said Foreclosure Deed was filed in Instrument Number 20110303000071080, 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.

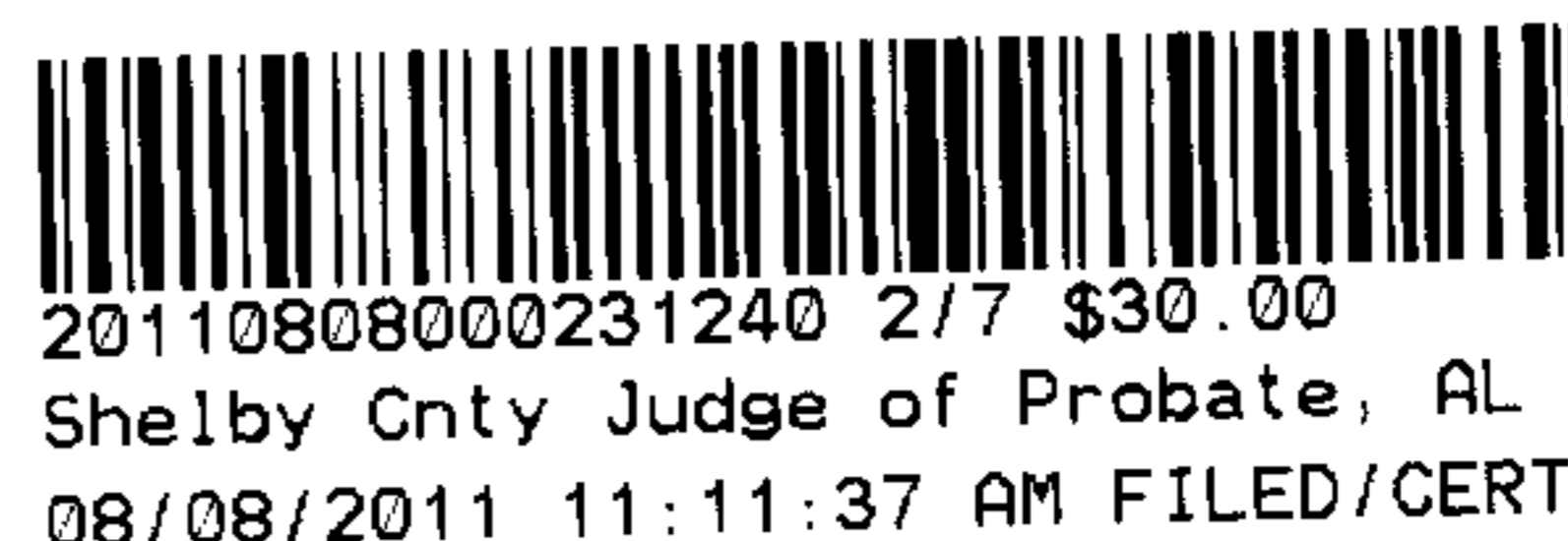
2. That Borrowers do hereby grant, bargain, sell and convey the Property to the Lender and Lender's successors and assigns with the power of sale, in order to reaffirm the existence of the Mortgage Loan dated February 28, 2007 along with any and all Assignments.

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. Lender hereby reserves the right to charge additional fees and default related expenses to the loan should Borrowers default in the future, in accordance with the terms and conditions of the original note and mortgage.

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. The parties acknowledge and agree that title to the property will return to the pre-foreclosure sale status and that the equity of redemption possessed by the Borrowers is re-vested in them.

6. 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.




7. 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.

8. 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.

9. 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.

  
20110808000231240 3/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
08/08/2011 11:11:37 AM FILED/CERT

Amanda M. Benton  
Amanda M. Benton

ACKNOWLEDGMENT OF AMANDA M. BENTON


STATE OF Alabama )  
COUNTY Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amanda M. Benton, 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, she executed the same voluntarily on the day the same bears date.

July Given under my hand and official seal on this the 5 day of  
, 2011.

Notary Public Crista Headley  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES JULY 1, 2012

  
20110808000231240 4/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
08/08/2011 11:11:37 AM FILED/CERT

  
Matthew C. Benton

ACKNOWLEDGMENT OF MATTHEW C. BENTON


STATE OF Alabama )  
COUNTY Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Matthew C. Benton, 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.

July Given under my hand and official seal on this the 5 day of  
\_\_\_\_\_, 2011.

Notary Public Crista Bradley  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES JULY 1, 2012

  
20110808000231240 5/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
08/08/2011 11:11:37 AM FILED/CERT

U.S. Bank National Association, servicer of the  
loan on behalf of FHLMC

By: 

Rebecca Armstrong

Its: Officer

**ACKNOWLEDGMENT OF U.S. BANK NATIONAL ASSOCIATION. SERVICER OF  
THE LOAN ON BEHALF OF FHLMC**

STATE OF KENTUCKY )

DAVIESS COUNTY )

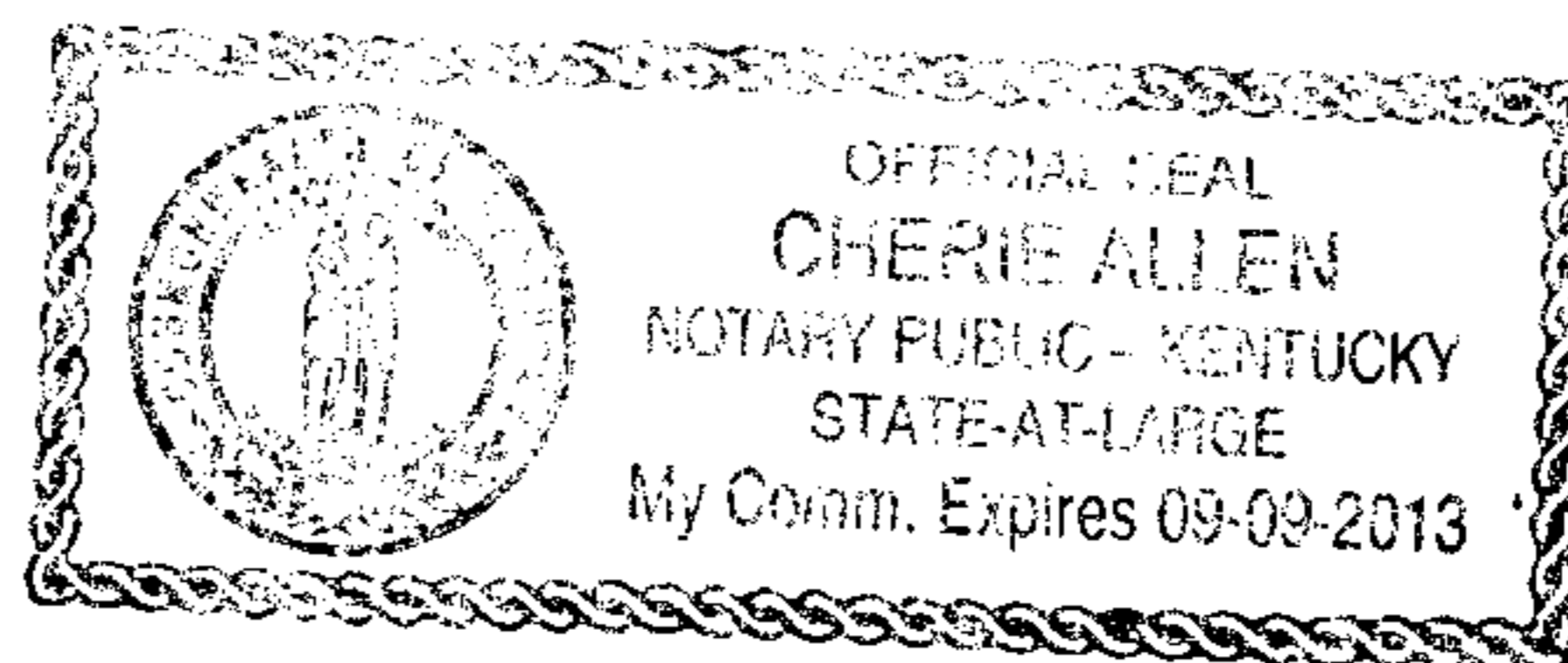
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rebecca Armstrong, whose name as Officer of U.S. Bank National Association who is servicing the loan on behalf of FHLMC, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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.

July Given under my hand and official seal on this the 27 day of  
\_\_\_\_\_, 2011

Notary Public



My Commission Expires: 9-9-2013



ID#404410



20110808000231240 6/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
08/08/2011 11:11:37 AM FILED/CERT

# EXHIBIT "A"

Begin at a three inch tapped pipe known as the Northwest corner of the Northeast quarter of the Northwest quarter of Section 3, Township 22 South, Range 4 West; thence run an assumed bearing of South 90 degrees 0 minutes 0 seconds East and run 251.04 feet to a 1 inch crimped pipe; thence South 0 degrees 7 minutes 12 seconds East and run 300.00 feet to a 5/8 inch capped rebar; thence North 90 degrees 0 minutes 0 seconds West and run 251.04 feet to a spike; thence South 0 degrees 7 minutes 12 seconds East and run 162.71 feet to a 5/8 inch capped rebar on the Northeasterly right of way line of County Road No. 10, said point being on a curve to the right having a central angle of 9 degrees 44 minutes 43 seconds and a radius of 679.06 feet; thence along the chord of said curve North 35 degrees 36 minutes 29 seconds West and run a chord distance of 115.36 feet to a 5/8 inch capped rebar at the end of said curve; thence along said right of way line North 30 degrees 44 minutes 08 seconds West and run 111.10 feet to a 5/8 inch capped rebar at the beginning of a curve to the left having a central angle of 13 degrees 57 minutes 46 seconds and a radius of 915.74 feet; thence along the chord of said curve North 37 degrees 43 minutes 02 seconds West and run a chord distance of 222.61 feet to a 5/8 inch capped rebar; thence North 35 degrees 42 minutes 59 seconds East and run 120.00 feet to a 5/8 inch capped rebar on the North line of the Northwest quarter of the Northwest quarter of said Section 3; thence South 89 degrees 58 minutes 11 seconds East along said quarter-quarter line and run 189.11 feet back to the Point of Beginning.



20110808000231240 7/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
08/08/2011 11:11:37 AM FILED/CERT

This Instrument Prepared By:  
Colleen McCullough  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, AL 35205