



20111229000396810 1/9 \$38.00  
Shelby Cnty Judge of Probate, AL  
12/29/2011 04:12:19 PM FILED/CERT

STATE OF ALABAMA )

COUNTY OF SHELBY )

Mortgagor: Jacquelyn M. Holifield, unmarried person

Lender: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP

REAFFIRMATION OF MORTGAGE AGREEMENT

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 23rd day of November, 2011, by JACQUELYN M. HOLIFIELD, UNMARRIED PERSON (hereinafter "Borrower"), BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P. (hereinafter "Lender"), and FEDERAL NATIONAL MORTGAGE ASSOCIATION (hereinafter "Purchaser").

W I T N E S S E T H :

WHEREAS, Borrower executed a mortgage in favor of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for America's Wholesale Lender, on the 11<sup>th</sup> of May, 2006, in the Office of the Judge of Probate of Shelby County, Alabama, recorded in Instrument Number 20060526000251600 and re-recorded in Instrument Number 20070502000202710, and subsequently transferred and assigned to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP recorded in Instrument Number 20110613000173440 (hereinafter "Mortgage Loan"), with said Mortgage Loan securing the following described property commonly referred to as 124 Dogwood Trl, Alabaster, AL 35007 (the "Property"):


Lot 14, according to the Survey of Park Forest Subdivision, 5th Sector, as recorded in Map Book 17, Page 91, in the Probate Office of Shelby County, Alabama.

WHEREAS, on or about the 12th day of September, 2011, Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP held a foreclosure sale in connection with said Mortgage Loan, and a foreclosure deed was recorded in Instrument Number 20110921000280010 in the aforesaid Probate Office, and

WHEREAS, Borrower, Lender, and Purchaser hereby acknowledge that, at no fault of any of the parties, said foreclosure sale 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. That said foreclosure sale is hereby declared null and void and of no force and effect.
2. That the Borrower does hereby affirm that Lender's Mortgage Loan remains a valid mortgage lien on the property and that Lender has all rights and interests granted and conveyed by Borrower to Lender in said Mortgage Loan.
3. That the Lender and Purchaser do hereby affirm that title to the above described property remains vested in the Borrower and that Lender has all rights and interests in said property as granted and conveyed by Borrower to Lender in said Mortgage Loan; therefore, 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 the 11th day of May, 2006, and executed by Borrower originally in favor of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for America's Wholesale Lender.
4. The parties hereby acknowledge that there is an outstanding principal balance due under the Mortgage Loan, the Mortgage is not subject to offset or defenses, and constitutes a valid indebtedness of Borrower.
5. The parties acknowledge that this Agreement is to be recorded in the Probate Office for the purposes of (i) affirming the existence of the Mortgage Loan as if same had been fully re-executed by the parties hereto, and (ii) treating the foreclosure sale as if it had never been held. The parties further authorize the Probate Court, if it so desires, to accept this Agreement as adequate notice of the continued enforceability and viability of the Mortgage Loan.
6. Borrower does hereby ratify and affirm that she 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 or arising from or relating to the foreclosure sale. The Borrower agrees that the Mortgage Loan is valid and enforceable against the Borrower, and further agrees that she shall cause to be executed all necessary documents needed to effectuate the terms of this Agreement.

  
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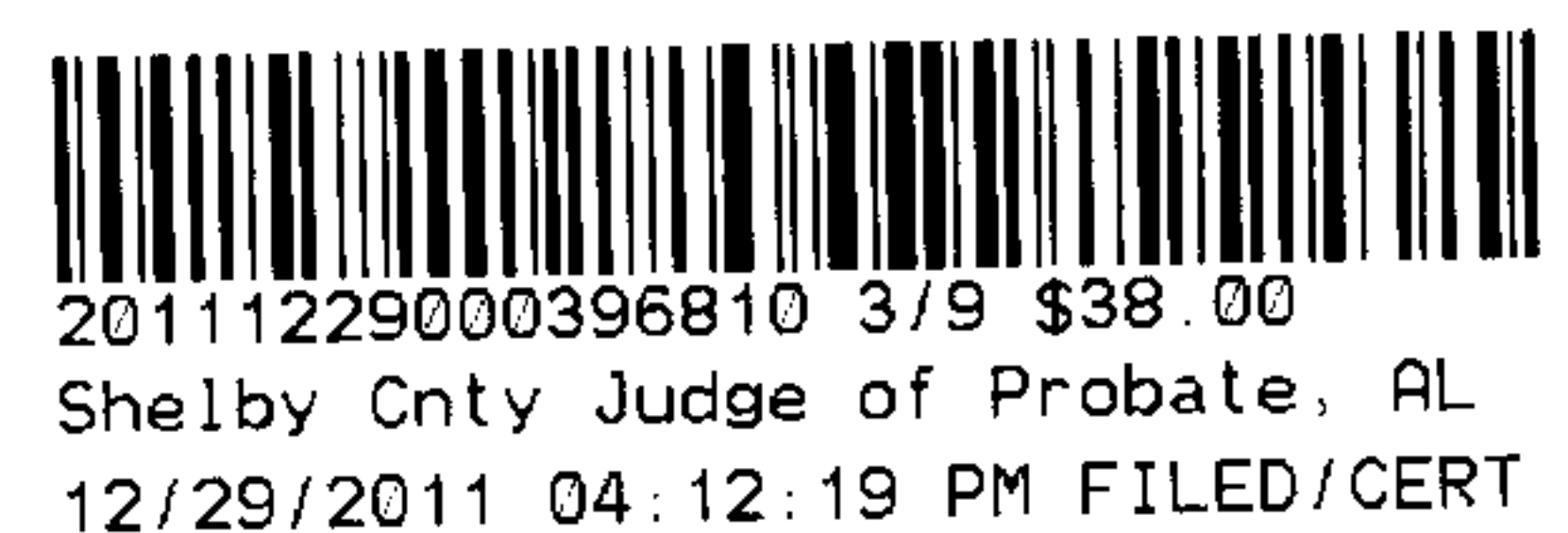


7. Nothing contained herein shall be deemed in any way to modify the obligations of the Borrower pursuant to the terms of the Mortgage Loan unless expressly set forth herein. Except to the extent modified by this Agreement, the Borrower confirms each of the covenants, agreements, and obligations of the 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.

8. The Borrower acknowledges, agrees and stipulates that she has no claim, cause of action, or set-off against the Lender or Purchaser of any kind whatsoever, and hereby, for good and valuable consideration, including but not limited to this Reaffirmation Agreement, releases the Lender and Purchaser, 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 or Purchaser, 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.

(The remainder of this page intended to be blank.)



Executed as of the date and year first above written.

BORROWER:

Jacquelyn M. Holifield  
Jacquelyn M. Holifield

ACKNOWLEDGMENT OF BORROWER

STATE OF Alabama )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jacquelyn M. Holifield, unmarried person, 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.

Given under my hand and official seal on this the 23<sup>rd</sup> day of November, 2011.

Marilyn L. Lane  
Notary Public Marilyn L. Lane

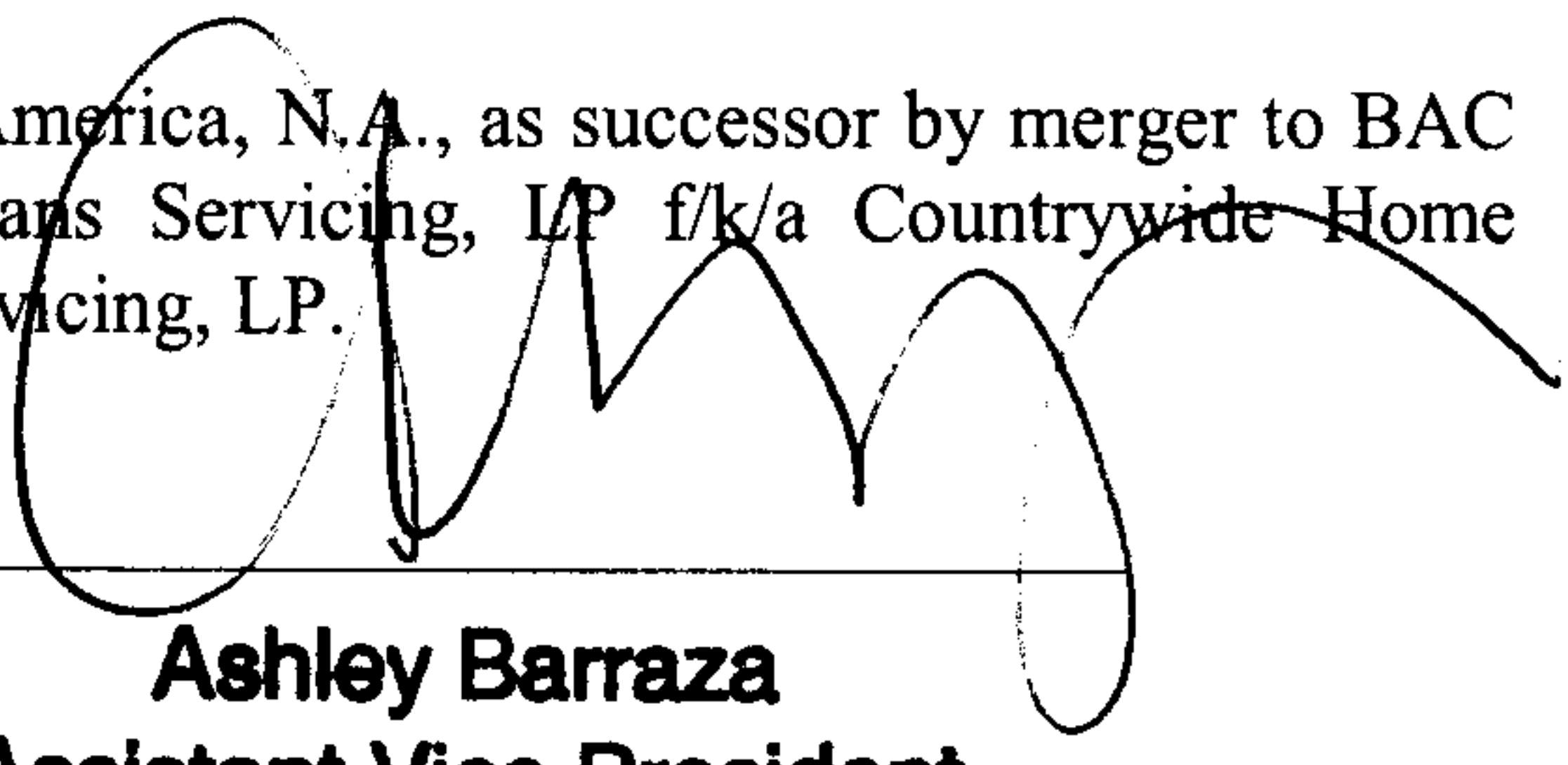
My Commission Expires: 3/7/15

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: MAR 7, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITER

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LENDER:

Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP.

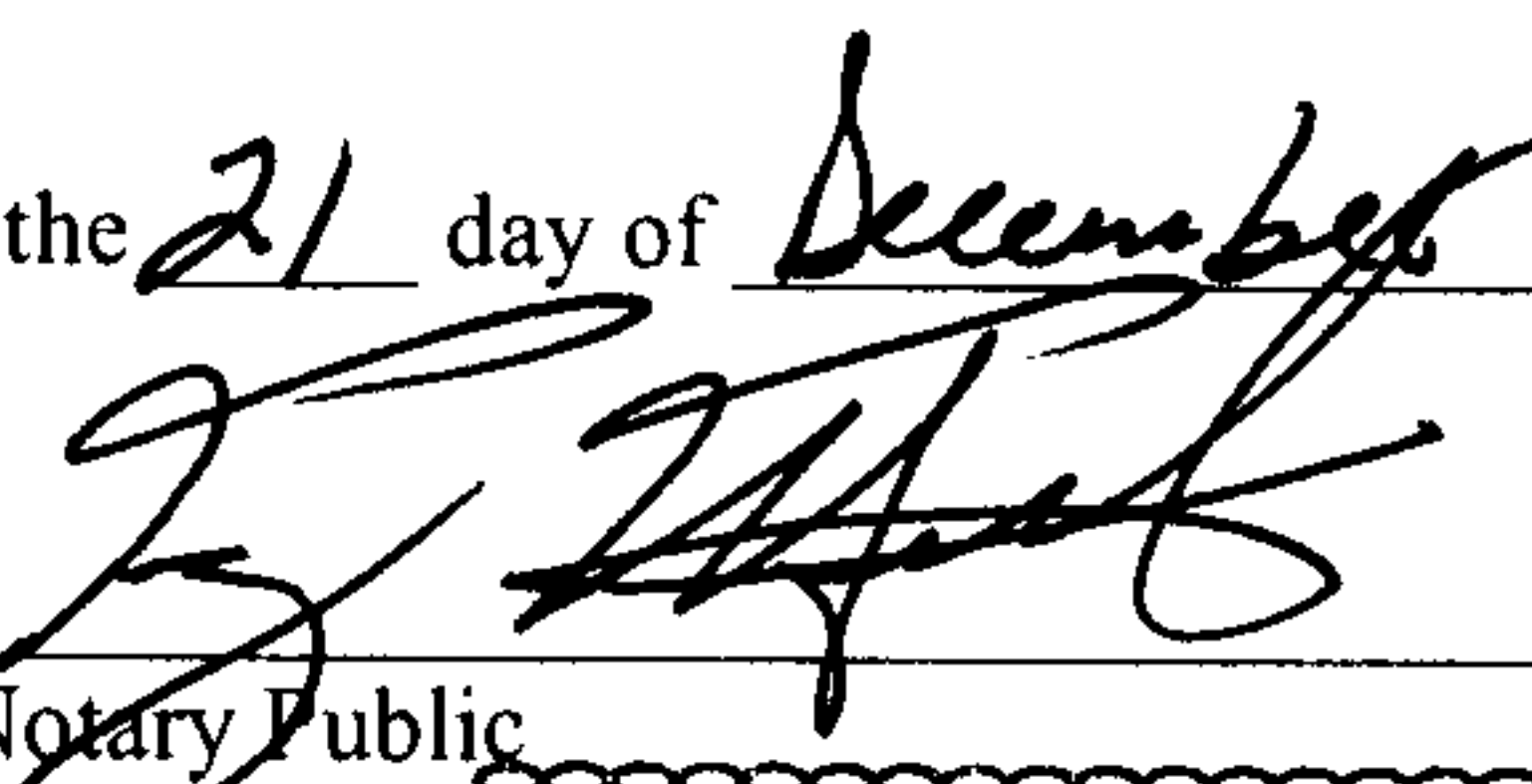
By:   
**Ashley Barraza**  
Its: **Assistant Vice President**

ACKNOWLEDGMENT OF LENDER

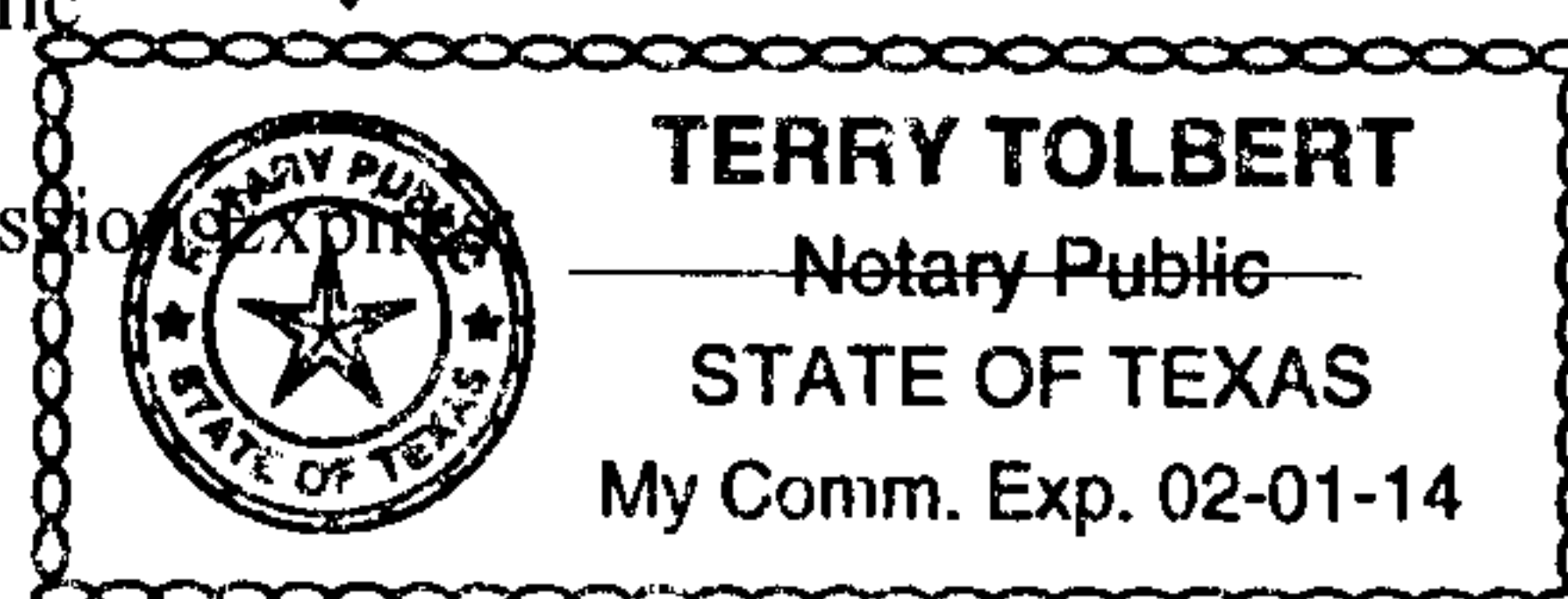
STATE OF Texas )  
Tarrant COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ashley Barraza whose name as Assistant Vice President of Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal on this the 21 day of December, 2011.

  
Notary Public

My Commission Expires





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PURCHASER:

Federal National Mortgage Association

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Ashley Barraza**  
**Assistant Vice President**

ACKNOWLEDGMENT OF PURCHASER

STATE OF Texas )

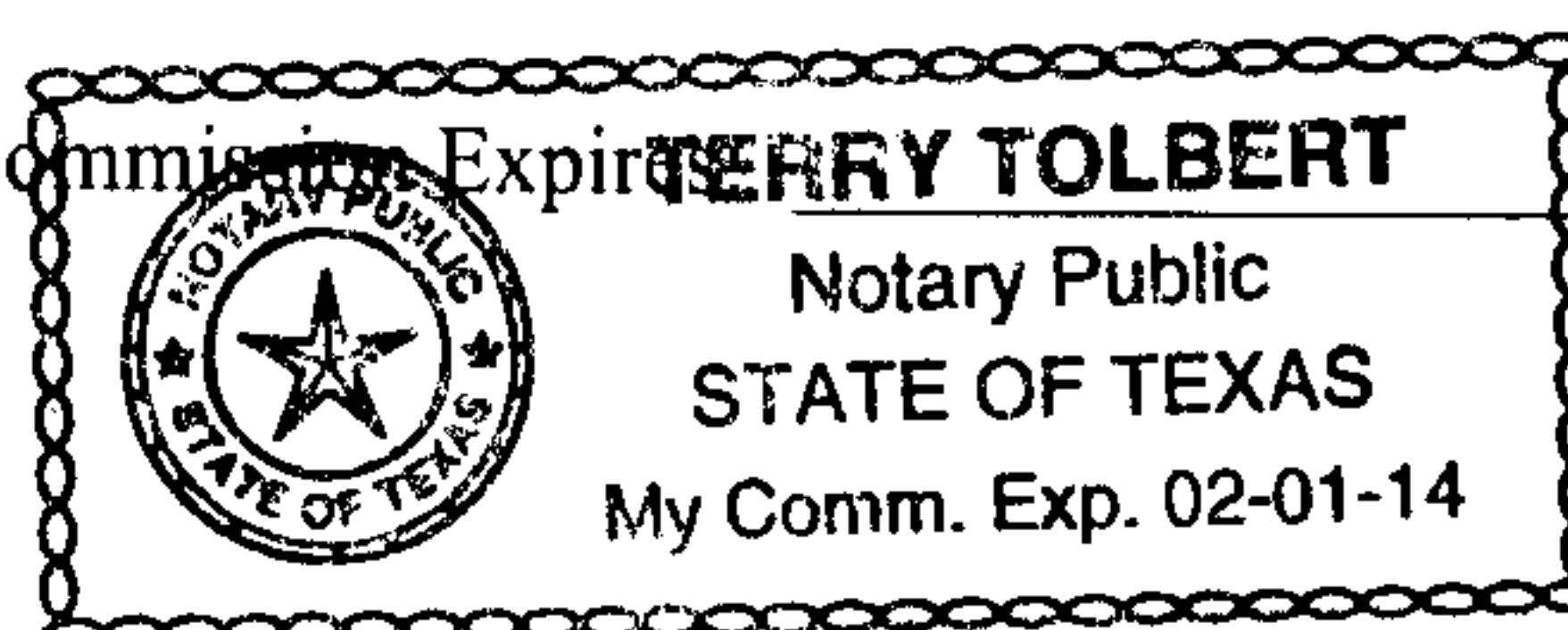
Tarrant COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ashley Barraza whose name as Officer of Federal National Mortgage Association, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal on this the 21 day of December, 2011.

\_\_\_\_\_  
Notary Public

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



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



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SEND TAX NOTICE TO:  
Federal National Mortgage Association  
13455 Noel Road, Suite 660  
Dallas, TX 75240

STATE OF ALABAMA            )  
SHELBY COUNTY                )

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 11th day of May, 2006, Jacquelyn M. Holifield, unmarried, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for America's Wholesale Lender, which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Recorded in Instrument Number 20060526000251600 and re-recorded in Instrument Number 20070502000202710, said mortgage having subsequently been transferred and assigned to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, by instrument recorded in Instrument Number 20110613000173440, in the aforesaid Probate Office ("Transferee"); and

WHEREAS, in and by said mortgage, the Transferee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place, and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the Transferee or any person conducting said sale for the Transferee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the Transferee may bid at the sale and purchase said property if the highest bidder thereof; and



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WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP did declare all of the indebtedness secured by said mortgage, subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of August 17, 2011, August 24, 2011, and August 31, 2011; and

WHEREAS, on September 12, 2011, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly conducted, and Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Aaron Nelson as member of AMN Consulting, LLC was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP; and

WHEREAS, Federal National Mortgage Association was the highest bidder and best bidder in the amount of One Hundred Ten Thousand Two Hundred And 00/100 Dollars (\$110,200.00) on the indebtedness secured by said mortgage, the said Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, by and through Aaron Nelson as member of AMN Consulting, LLC as auctioneer conducting said sale for said Transferee, does hereby grant, bargain, sell and convey unto Federal National Mortgage Association all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Lot 14, according to the Survey of Park Forest Subdivision, 5th Sector,  
as recorded in Map Book 17, Page 91, in the Probate Office of Shelby  
County, Alabama

TO HAVE AND TO HOLD the above described property unto Federal National Mortgage Association its successors/heirs and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in





the State of Alabama; and also subject to all recorded mortgages, encumbrances, recorded or unrecorded easements, liens, taxes, assessments, rights-of-way, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, has caused this instrument to be executed by and through Aaron Nelson as member of AMN Consulting, LLC, as auctioneer conducting said sale for said Transferee.


Bank of America, N.A., as successor by merger  
to BAC Home Loans Servicing, LP f/k/a  
Countrywide Home Loans Servicing, LP

By: AMN Consulting, LLC  
Its: Auctioneer

By:   
Aaron Nelson, Member

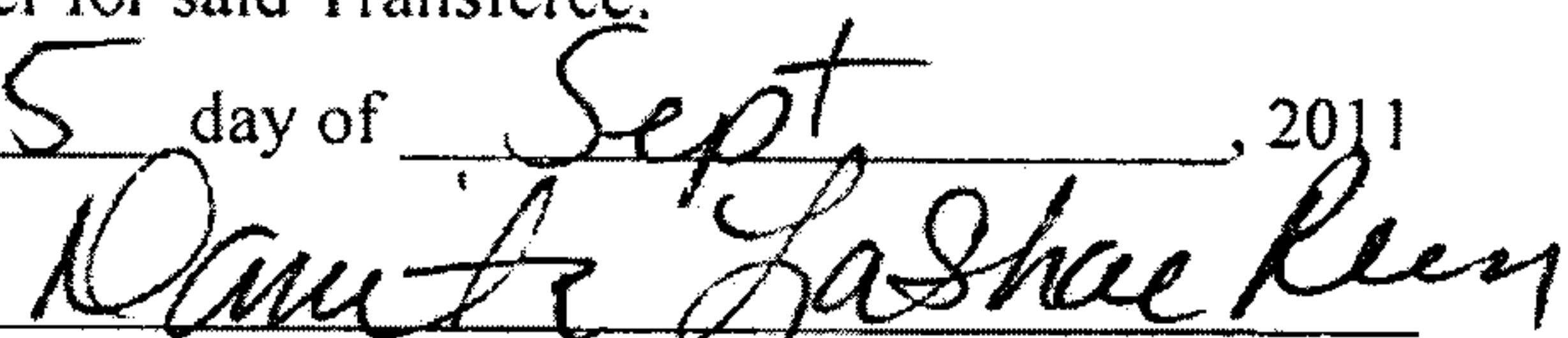
STATE OF ALABAMA )

JEFFERSON COUNTY )

  
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Nelson, whose name as member of AMN Consulting, LLC acting in its capacity as auctioneer for Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company acting in its capacity as auctioneer for said Transferee.

Given under my hand and official seal on this 15 day of Sept, 2011

  
Notary Public MY COMMISSION EXPIRES SEPTEMBER 11, 2012  
My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
Andy Saag  
SIROTE & PERMUTT, P.C.  
P. O. Box 55727  
Birmingham, Alabama 35255-5727



  
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