


STATE OF ALABAMA)
COUNTY OF SHELBY)


20120126000030380 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
01/26/2012 11:16:20 AM FILED/CERT

Mortgagor: Marla S. Abernathy, an unmarried person
Lender: Bank of America, N.A., successor by merger to BAC Home Loans Servicing, L.P.

REAFFIRMATION OF MORTGAGE AGREEMENT

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 1st day of November, 2011, by MARLA S. ABERNATHY, an unmarried person (hereinafter "Borrower"), BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, L.P. (hereinafter "Lender"), and FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION (hereinafter "Purchaser").

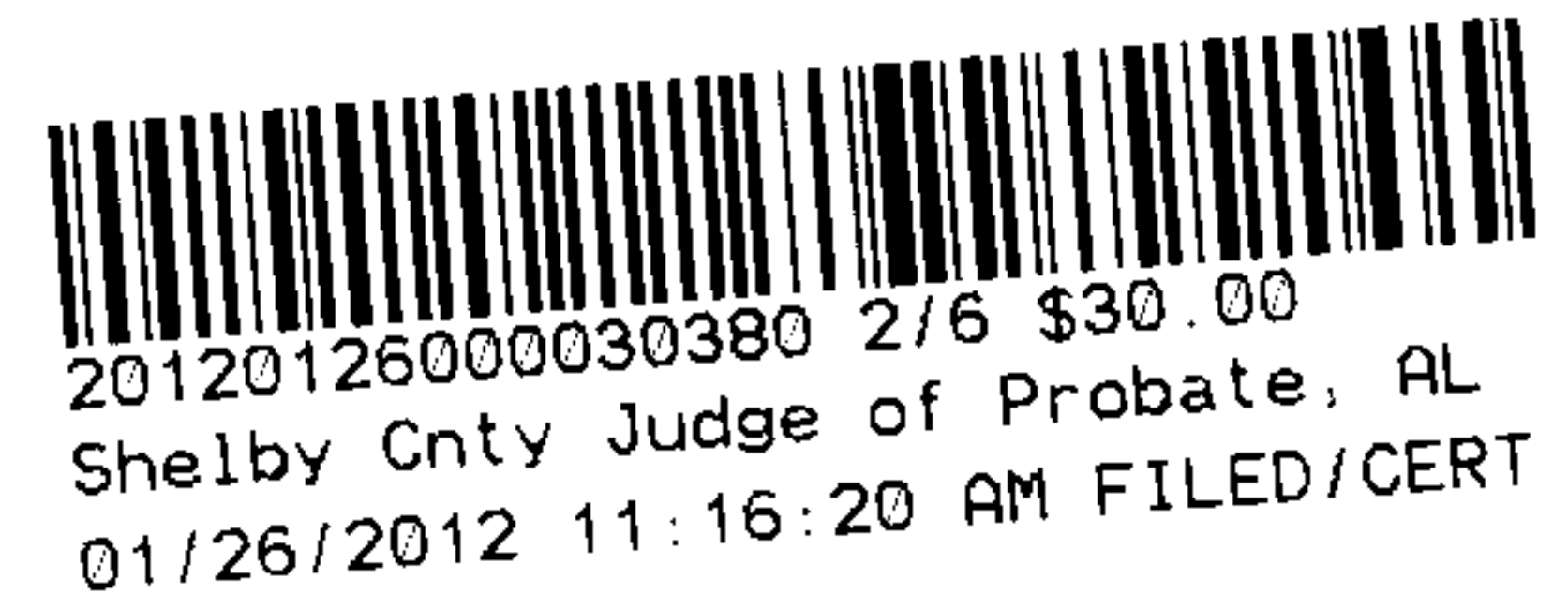
WITNESSETH:

WHEREAS, Borrower executed a mortgage in favor of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for National Bank of Commerce of Birmingham, on the 17th day of November, 2003, said mortgage being recorded on the 1st day of December, 2003, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20031201000777410, and subsequently transferred and assigned to BAC Home Loans Servicing, L.P. recorded in Instrument Number 20110722000214480 (hereinafter "Mortgage Loan"), with said Mortgage Loan securing the following described property commonly referred to as 3409 Crossings Glen, Birmingham, AL 35242 (the "Property"):

Lot 134, according to the Survey of Phase Three, Caldwell Crossings 2nd Sector, as recorded in Map Book 31, Page 32, in the Probate Office of Shelby County, Alabama.

WHEREAS, on or about the 23rd day of August, 2011, Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. held a foreclosure sale in connection with said Mortgage Loan, and a foreclosure deed was recorded in Instrument Number 20110831000257080 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 17th day of November, 2003, and executed by Borrower originally in favor of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for National Bank of Commerce of Birmingham.
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.
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.

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BORROWER:

Marla S. Abernathy
Marla S. Abernathy

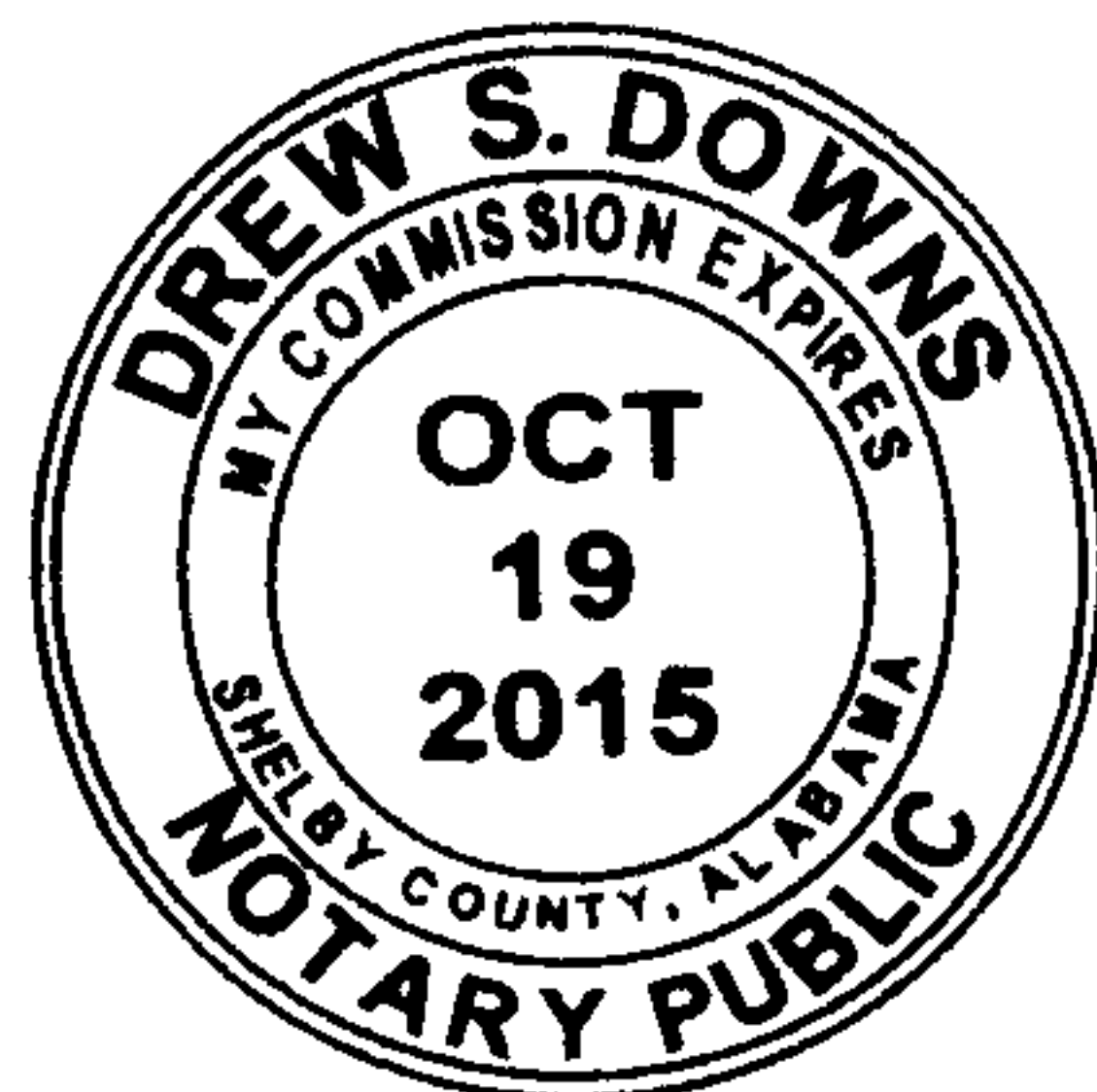
ACKNOWLEDGMENT OF BORROWER

STATE OF Alabama)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marla S. Abernathy, an 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 16 day of November, 2011.



Drew Downs
Notary Public

My Commission Expires: 10-19-2015



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LENDER:

Bank of America, N.A. successor by merger to BAC Home
Loans Servicing, L.P.

By: 

Its: Ashley Barraza
Assistant Vice President

ACKNOWLEDGMENT OF LENDER

STATE OF Texas)

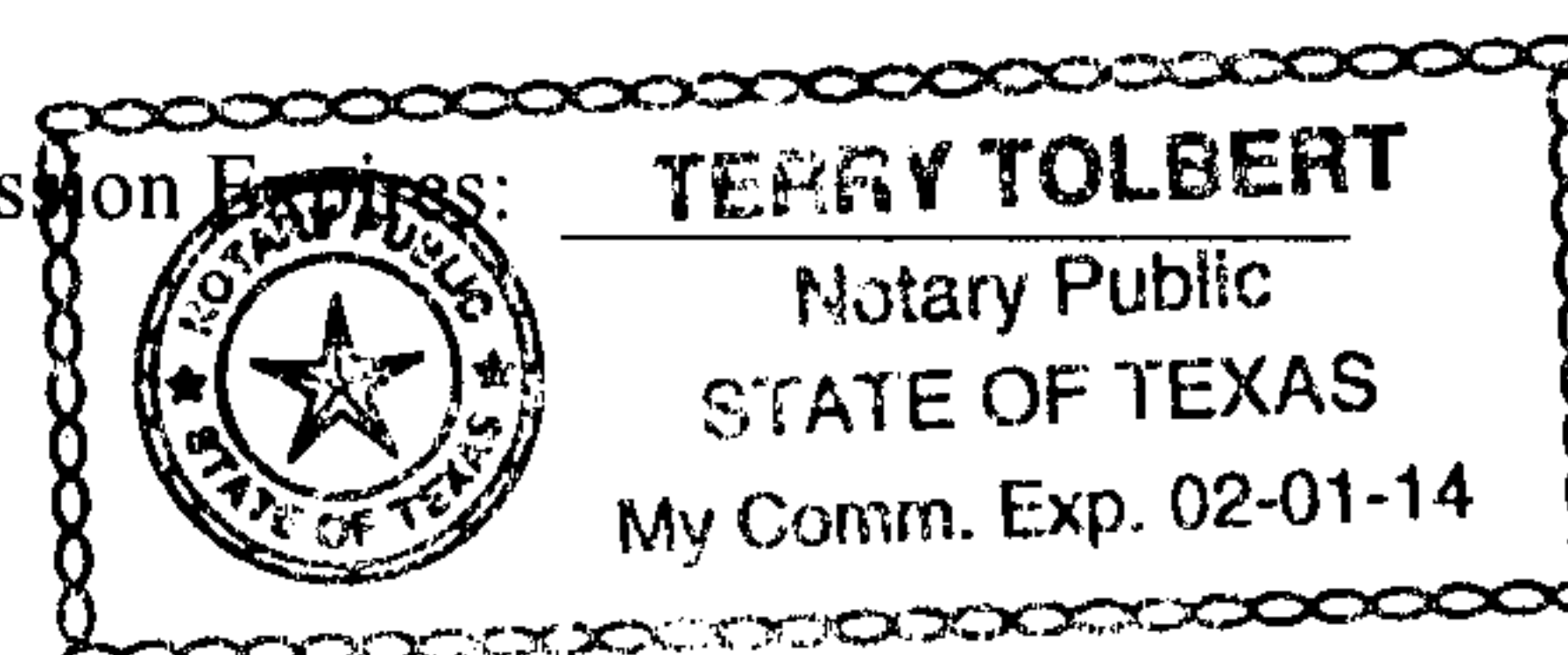
Tarrant COUNTY)

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 Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P., 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 19 day of January, 2012.


Notary Public

My Commission Expires:



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PURCHASER:

Fannie Mae a/k/a Federal National Mortgage Association

By: _____

Its: Ashley Barraza
Assistant Vice President

ACKNOWLEDGMENT OF PURCHASER

STATE OF Texas)

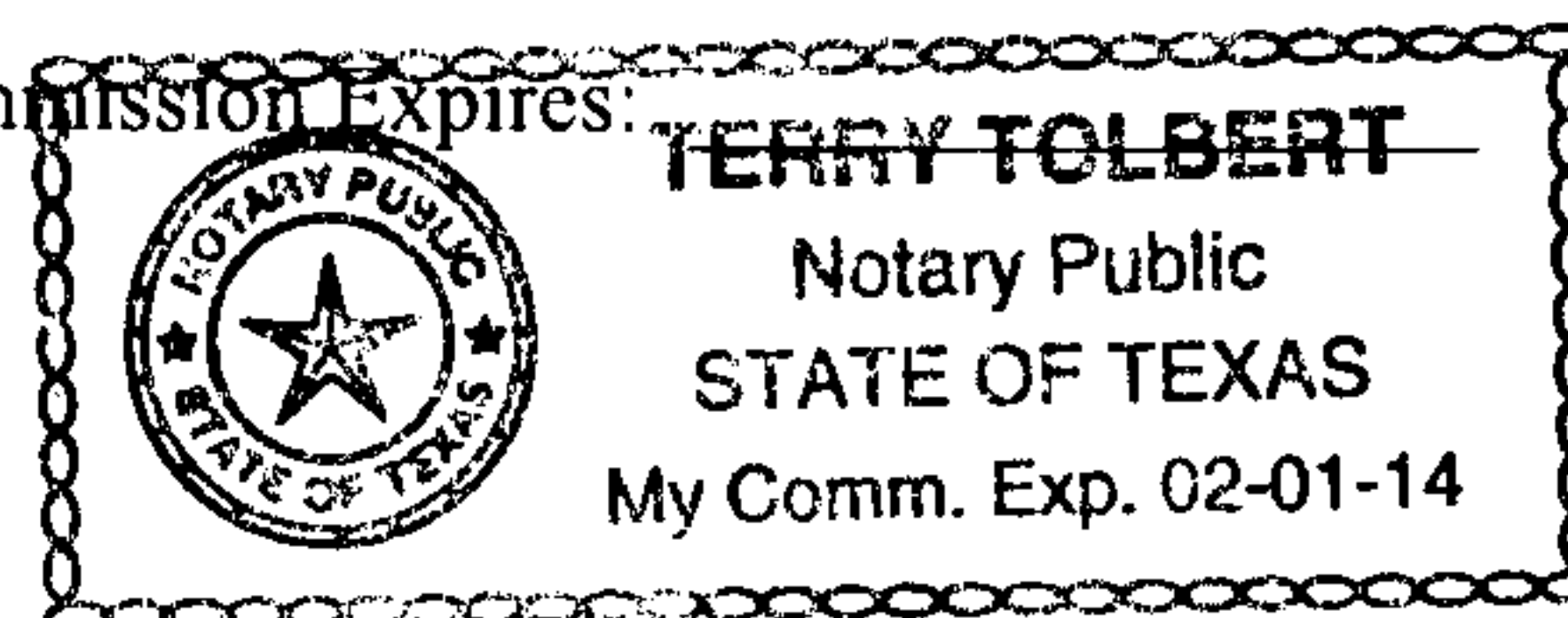
Tarrant COUNTY)

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 Fannie Mae a/k/a 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 19 day of January, 2012.

Notary Public

My Commission Expires:



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