

STATE OF ALABAMA                 )  
COUNTY OF SHELBY                 )

  
20121106000427210 1/6 \$32.00  
Shelby Cnty Judge of Probate, AL  
11/06/2012 01:56:18 PM FILED/CERT

### REAFFIRMATION OF MORTGAGE AGREEMENT

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed by Sybille D. Cathey, an unmarried woman, and Reuther C. Cathey, an unmarried woman (hereinafter "Borrowers"), Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. (hereinafter "Lender"), and Federal Home Loan Mortgage Corporation (hereinafter "Purchaser").

### WITNESSETH:

WHEREAS, Lester Cathey, a married man executed a note secured by a mortgage executed by Lester Cathey, a married man, and wife, Ruether C. Cathey, in favor of Wells Fargo Home Mortgage, Inc. on the 24th day of October, 2002, said mortgage was recorded on the 29th day of October, 2002, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20021029000531600 (hereinafter "Mortgage Loan"), with said Mortgage Loan securing the following described property commonly referred to as 70 Dana Drive, Montevallo, AL 35115 (the "Property"):

Lot 17, according to the Survey of Ripple Creek Estates, Phase 2, First Addition, as recorded in Map Book 14, Page 39, in the Probate Office of Shelby County, Alabama.

WHEREAS, Lender is the current holder of said Mortgage Loan; and

WHEREAS, Lester Cathey died on or about the 18th day of June, 2004; and

WHEREAS, the Property was deeded to Sybille D. Cathey and her mother, Ruether C. Cathey, on the 11th day of May, 2011, said deed was recorded on the 16th day of May, 2011, in the aforesaid Probate Office, in Instrument Number 20110516000146110; and

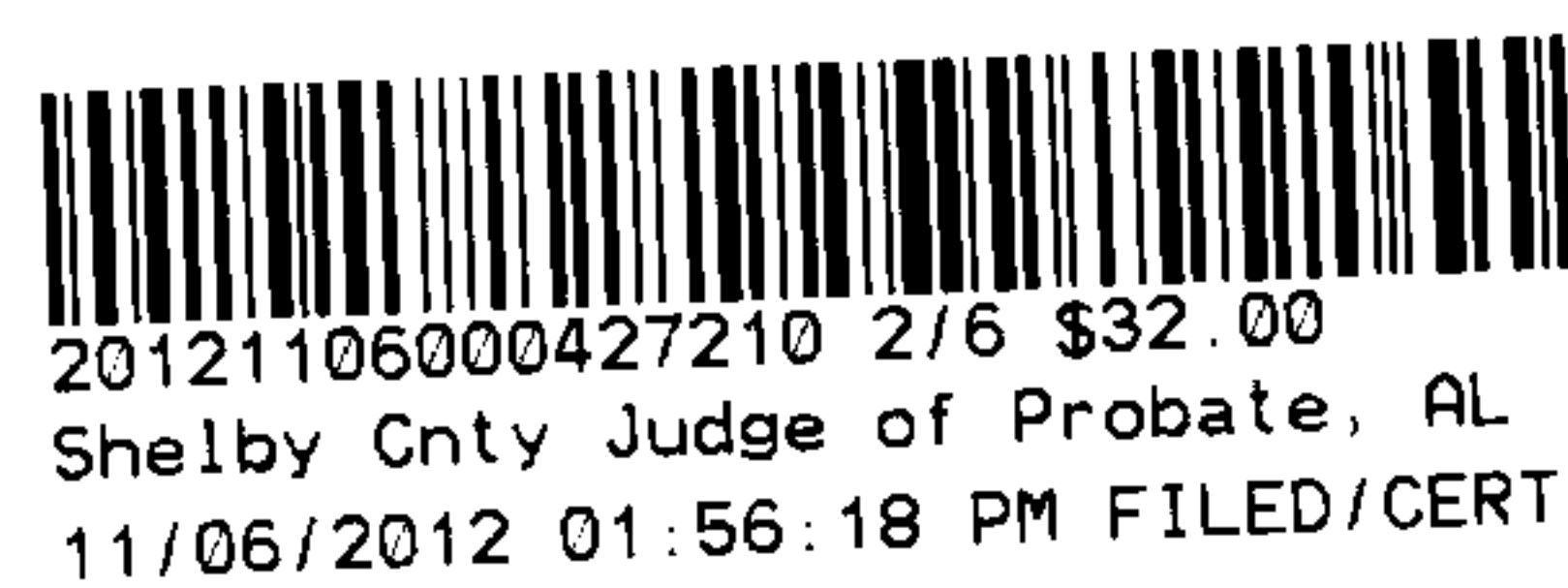
WHEREAS, on or about the 11th day of October, 2011, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. held a foreclosure sale in connection with said Mortgage Loan, and a foreclosure deed was recorded in Instrument Number 20111020000313410, in the aforesaid Probate Office; and

WHEREAS, Sybille D. Cathey and her mother, Ruether C. Cathey are attempting to assume the Mortgage Loan and enter into a loan modification agreement with Lender; and

WHEREAS, Borrowers, 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 Borrowers do 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 Borrowers 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 Borrowers and that Lender has all rights and interests in said property as granted and conveyed by Lester Cathey and Ruether C. Cathey to Lender in said Mortgage Loan; therefore, 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.
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 Borrowers.
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. Borrowers do 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 or arising from or relating to the foreclosure sale. The Borrowers agree that the Mortgage

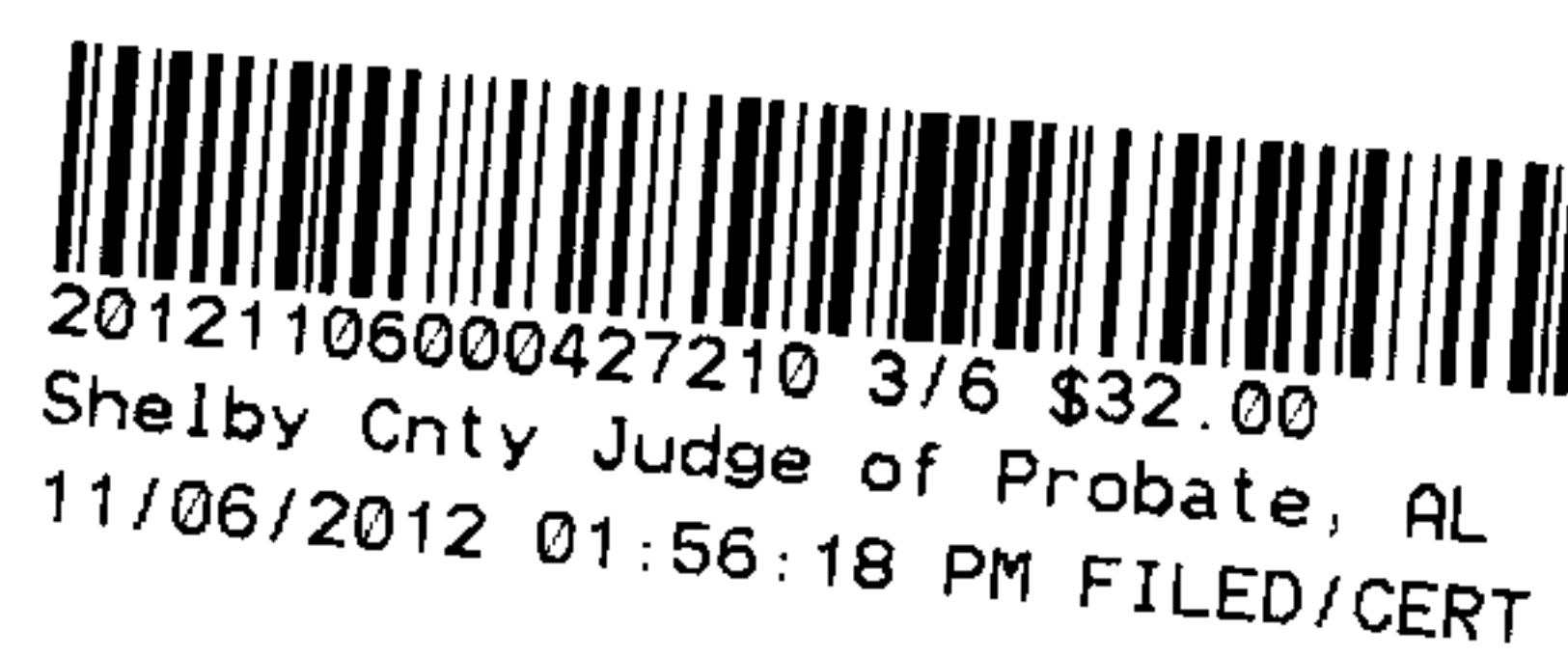


Loan is valid and enforceable against the Borrowers, and further agree that they shall cause to be executed all necessary documents needed to effectuate the terms of this Agreement.

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 or agreed by Lender. Except to the extent modified by this Agreement, the Borrowers confirm each of the covenants, agreements, and obligations as 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, 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 they have 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, release the Lender or 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 Borrowers have 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.



Executed by Borrowers this 10<sup>th</sup> day of July, 2012.

BORROWERS:

Reuther C. Cathey  
Reuther C. Cathey

Sybille D. Cathey 7-10-12  
Sybille D. Cathey

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 Reuther C. Cathey, a single woman, and Sybille D. Cathey, a single woman, 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 10<sup>th</sup> day of July, 2012.

Inacie Williams  
Notary Public

My Commission Expires: 04-18-2017

  
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Executed by Lender this 27<sup>th</sup> day of September, 2012.

LENDER:

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.

By: Joseph Charles Chatellier  
Joseph Charles Chatellier

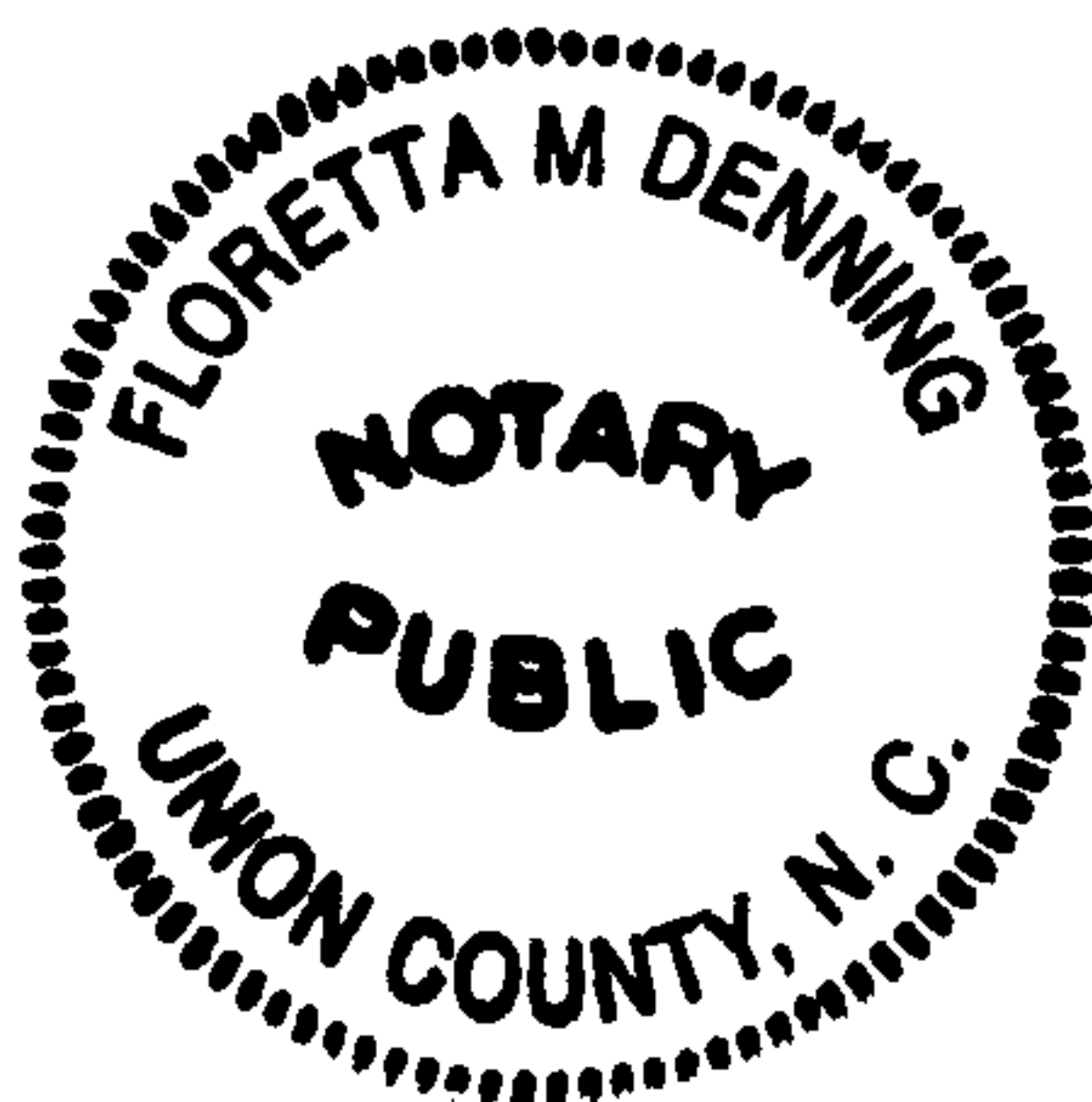
Its: Vice President Loan Documentation  
Wells Fargo Bank, NA  
9/27/12

ACKNOWLEDGMENT OF LENDER

STATE OF North Carolina )  
Mecklenburg COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph Charles Chatellier, whose name as Vice President Loan Documentation of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, 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, as such officer, and with full authority, executed the same voluntarily for and as the act of said Wells Fargo Bank, N.A.

Given under my hand and official seal on this the 27<sup>th</sup> day of September, 2012.



Floretta M. Denning  
Notary Public

My Commission Expires: 3-16-2017

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Executed by Purchaser this 23 day of October, 2012.

PURCHASER:

Federal Home Loan Mortgage Corporation

By: [Signature]

Its: Assistant Treasurer

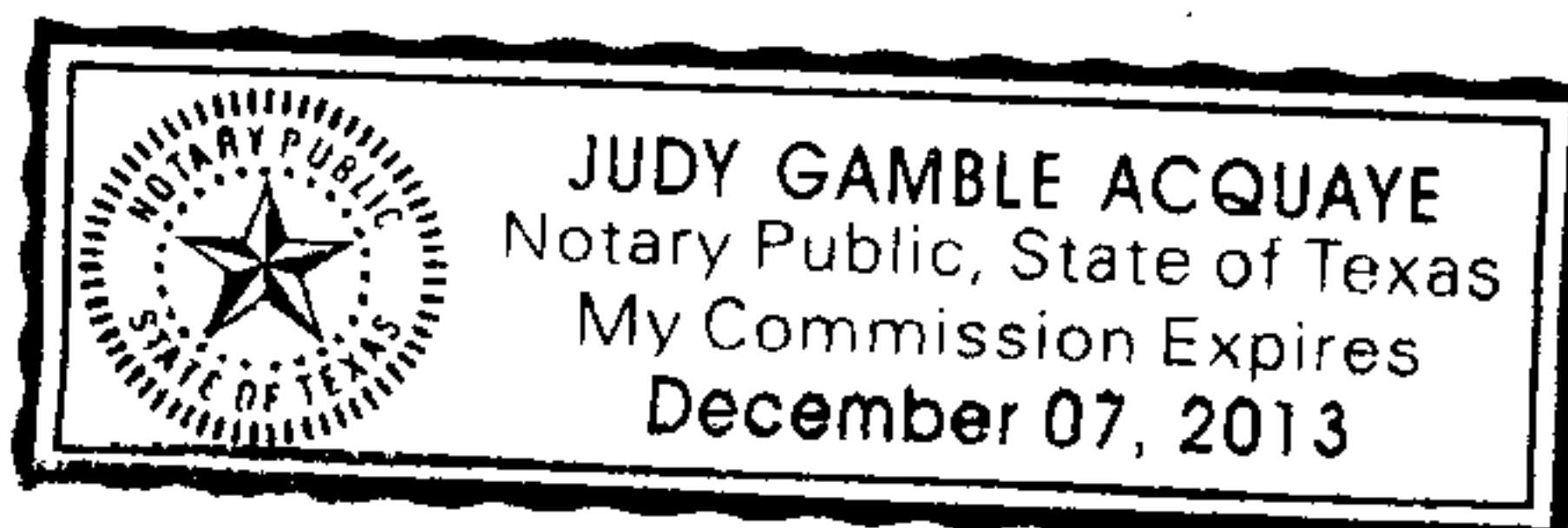
ACKNOWLEDGMENT OF PURCHASER

STATE OF Texas )

Denton COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Linda Mallas whose name as Assistant Treasurer of Federal Home Loan Mortgage Corporation, 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, this the 23 day of October, 2012.



[Signature]  
My Commission Expires: 12-7-13

This Instrument Prepared By:  
Ginny Rutledge, Esq.  
Sirote & Permutt, PC  
2311 Highland Avenue South  
Birmingham, Alabama 35205

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