


STATE OF ALABAMA)
COUNTY OF SHELBY)


20130131000041620 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
01/31/2013 12:05:15 PM FILED/CERT

REAFFIRMATION OF MORTGAGE AGREEMENT

Mortgagors: Roderick Miller, a single person
Mortgagee/ Assignee: Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP
 FKA Countrywide Home Loans Servicing, LP

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 27th day of January, ~~2012~~ ^{2013th}, by and between Roderick Miller, a single person (hereinafter "Borrower"), and Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP (hereinafter "Lender").

WITNESSETH:

WHEREAS, on or about the 12th day of August, 2009, Borrower executed a note in favor of Lender secured by a mortgage in favor of Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Bank of America, N.A., said mortgage having been recorded on the 31st of August, 2009, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20090831000334520, and transferred and assigned to Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP by Instrument Number 20120423000138610 (hereinafter "Mortgage Loan"), with said Mortgage Loan securing the following described property commonly referred to as 1526 Caribbean Cir, Alabaster, AL 35007 (the "Property"):

Lot 2, Block 9, according to the survey of Southwind, Third Sector, as recorded in Map Book 7, Page 25 A & B, in the Office of the Judge of Probate of Shelby County, State of Alabama.

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

WHEREAS, on or about the 14th day of November, 2012, Bank of America, N.A., held a foreclosure sale in connection with said Mortgage Loan, and a foreclosure deed was recorded in Instrument Number 20121127000451560, in the aforesaid Probate Office; and

WHEREAS, Borrower and Lender 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 does 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.
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 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 Borrower agrees that the Mortgage Loan is valid and enforceable against the Borrower, 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 Borrower pursuant to the terms of the Mortgage Loan unless expressly set forth herein. Except to the extent




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modified by this Agreement, the Borrower confirms 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 the 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 he has 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 Borrower has 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.

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Executed as of this 4th day of JANUARY 20 13.

BORROWER:

Roderick Miller

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 Roderick Miller, a single 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 4th day of January, 2013

Darwana Coleman
Notary Public

My Commission Expires: November 15, 2016



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Executed as of this 24th day of January 2013.

LENDER:

Bank of America, N.A.

By: [Signature] 1.24.13
Janet Wambui Nganga
Its: Assistant Vice President (AVP)

ACKNOWLEDGMENT OF LENDER

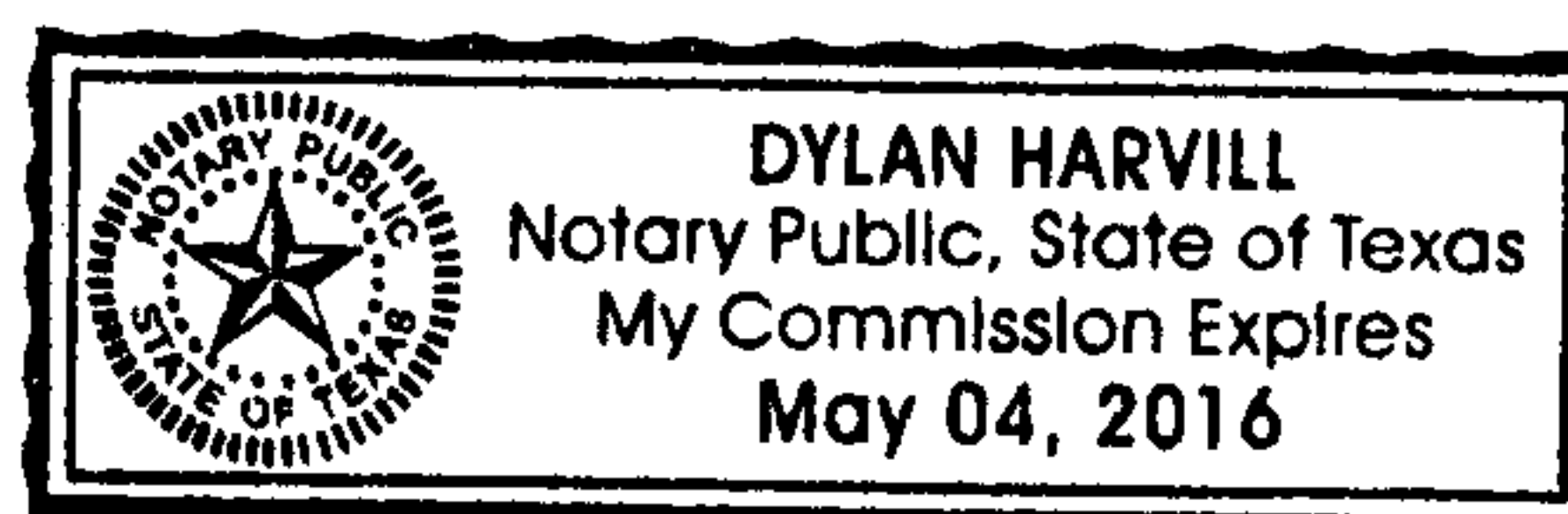
STATE OF Texas)
Dallas COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Janet Wambui Nganga, whose name as Assistant Vice President of Bank of America, 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 entity.

Given under my hand and official seal on this the 24 day of January, 2013^{DH}
~~2012~~_{J-1}

[Signature]
Notary Public Dylan Harvill
My Commission Expires: 5-4-16

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



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