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## REAFFIRMATION AGREEMENT

STATE OF ALABAMA	)
COUNTY OF SHELBY	)

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 10 day of 12, 2013, by and between Virgil Perkins and Cecelia Perkins (hereinafter "Borrowers"), Federal Home Loan Mortgage Corporation (hereinafter "Freddie Mac"), and CitiMortgage, Inc. (hereinafter "CitiMortgage") (collectively "the Parties").

## WITNESSETH:

WHEREAS, Borrowers executed a mortgage in favor of ABN AMRO Mortgage Group, Inc. ("ABN AMRO"), on the 13th day of December, 2005; recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 20051222000660080 (hereinafter referred to as "Mortgage"); with said Mortgage securing an indebtedness to ABN AMRO (hereinafter referred to as "Note") with real property more particularly described in the legal description attached hereto as Exhibit "A." Said property is commonly referred to as 9680 Highway 42, Shelby, Alabama 35143 (the "Property");

WHEREAS, CitiMortgage, as successor by merger with ABN AMRO Mortgage Group, Inc., is the current holder of said Note and the Mortgagor under the Mortgage;

WHEREAS, on or about November 10, 2010, a Foreclosure Deed was recorded in connection with the foreclosure of the Mortgage and said Foreclosure Deed indicated that

Freddie Mac was the highest bidder at the foreclosure sale and that Aaron Nelson, as auctioneer conducting the sale and as attorney-in-fact for CitiMortgage, did transfer all of CitiMortgage's right, title, and interest in and to the Property; recorded in the Probate Office of Shelby County, Alabama as Instrument Number 2010110000377840 (hereinafter "Foreclosure Deed");

WHEREAS, on or about December 4, 2012, a Corrective Foreclosure Deed was recorded in connection with the foreclosure of the Mortgage and said Corrective Foreclosure Deed indicated that Freddie Mac was the highest bidder at the foreclosure sale and that Aaron Nelson, as auctioneer conducting the sale and as attorney-in-fact for CitiMortgage, did transfer all of CitiMortgage's right, title, and interest in and to the Property; recorded in the Probate Office of Shelby County, Alabama as Instrument Number 20121204000462710 (hereinafter "Corrective Foreclosure Deed");

WHEREAS, on or about March 22, 2013, Borrower and CitiMortgage executed a Loan Modification Agreement ("Modification") altering specified terms contained within the Note;

WHEREAS, CitiMortgage is the current holder of said Note and Freddie Mac is the owner of the Property;

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:

The Borrowers hereby affirm that the Mortgage remains a valid first lien on the Property and that CitiMortgage, including its successors and assigns, has all rights and interests granted and conveyed by Borrowers in the Mortgage and that CitiMortgage (including its successors and assigns), successor by merger to ABN AMRO, has all rights and interests granted and conveyed by Borrowers in the Note.

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- 2. The Parties hereby acknowledge that there is an outstanding principal balance due under the Note, the Note is not subject to offset or defenses, and the Note constitutes a valid indebtedness of Borrowers. CitiMortgage, including its successors, assigns, or any investors in the indebtedness, hereby reserves the right to charge additional fees and default-related expenses, should Borrowers default in the future, in accordance with the terms and conditions of the Note, Mortgage, and Modification.
- 3. The Parties acknowledge that this Agreement is to be recorded in the Probate Office of Shelby County, Alabama for the purpose of affirming the existence of the Mortgage and Note as if same had been fully re-executed by the Parties hereto.
- 4. The Parties acknowledge and agree that title to the Property will return to the preforeclosure sale status and that the equity of redemption possessed by the Borrowers is revested in them.
- 5. 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 the Note or Mortgage. The Borrowers agree that the Note, Mortgage, and Modification are 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.
- 6. Nothing contained herein shall be deemed in any way to modify the obligations of the Borrowers pursuant to the terms of the Note, Mortgage, and Modification, 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 Note, Modification, and Mortgage and acknowledge and agree that if and to the extent CitiMortgage or any other party has not heretofore required strict performance of any obligation by Borrowers,

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such action or inaction shall not constitute a waiver of or otherwise affect in any manner the rights and remedies that CitiMortgage, including its successors and assigns, has under the Note Modification and Mortgage 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 or unknown, and CitiMortgage, including its successors and assigns, hereby reserves any and all rights available under the Note and Mortgage.

7. This 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.

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## **BORROWER**

VIRGIL PERKINS
TATE OF ALL
OUNTY OF <u>Telleson</u> )
I,
SEAL]
My Commission Expires: <u>(2/14/14</u>

	BORROWER
	Culia De Lus
ئ پ	CECELIA PERKINS
STATE OF AL4	
COUNTY OF Telleny	
State, hereby certify that CECELIA	, a Notary Public in and for said County in said PERKINS, whose name is signed to the foregoing
	GREEMENT, and who is known to me, acknowledged ned of the contents of such instrument, he executed the ars date.
Given under my hand and seal, th	is 26th day of April , 2013.
	Lik Houl,
	NØTARY PUBLIC
[SEAL]	
	My Commission Expires: 6/4/4

	CORPORATION
	Mull /
	By: Michael Herderson
	Its: AssociAte General Coursel
STATE OF VIRGINIA	
State, hereby certify that <u>Michael</u> of Federal the foregoing REAFFIRMATION OF MORTG acknowledged before me on this day that, being	a Notary Public in and for said County in said whose name as Home Loan Mortgage Corporation, is signed to FAGE AGREEMENT and who is known to me, informed of the contents of the same, he/she, as the same voluntarily for and as the act of said
Given under my hand and seal, this $\mathcal{J}_{\underline{l}}$	day of
Embossed Hereon is My Commonwealth Of Virginia Notary Public Acta My Commission Expires October 16, 2018 STACIE RASHADA BETHEA	NOTARY PUBLIC  My Commission Expires
	October 16, 2016  My Commission Expires:

FEDERAL HOME LOAN MORTGAGE

	CITIMORTGAGE, INC.
	Musanlluood
	By: Susan A. Wood Vice President  Its:
STATE OF MISSOURI )	
COUNTY OF ST. CHARLES	
of REAFFIRMATION OF MORTGAGE AG before me on this day that, being informed	, a Notary Public in and for said County in said San A whose name as CitiMortgage, Inc., is signed to the foregoing REEMENT and who is known to me, acknowledged ed of the contents of the same, he/she, as such officer voluntarily for and as the act of said corporation.
Given under my hand and seal, this	<u>n</u> day of <u>June</u> , 2013.
DIANE K. EOFF Notary Public - Notary Seal State of Missouri St. Charles County Commission #09857304 My Commission Expires August 20, 2013	NOTARY PUBLIC
	My Commission Expires: AUG 2 0 2013

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