


**This instrument was prepared by:**

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BURR & FORMAN, LLP  
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Birmingham, Alabama 35203

  
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Shelby Cnty Judge of Probate, AL  
05/06/2014 10:33:47 AM FILED/CERT

**RESTATED REAFFIRMATION AGREEMENT**

**STATE OF ALABAMA                    )**

**COUNTY OF SHELBY                    )**

THIS RESTATED REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed this 11 day of January, 2014, 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 Mortgagee 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:

1. The Parties acknowledge as follows: (a) on or about June 21, 2013 the Parties recorded that certain Reaffirmation Agreement dated June 10, 2013, which instrument was recorded as Instrument Number 20130621000255140 in the Office of Judge of Probate, Shelby County, Alabama (the "Previous Agreement") prior to the delivery and recording of the deed conveying the subject property from Freddie Mac to Borrowers (the "Deed"), and (b) prior to the delivery and recording of this Agreement, the Deed has been delivered and recorded. The



Parties agree that this Agreement amends and restates that certain Previous Agreement in its entirety.

2. 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.

3. 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.

4. 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.

5. The Parties acknowledge and agree that title to the Property will return to the pre-foreclosure sale status and that the equity of redemption possessed by the Borrowers is revested in them.

6. 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.

7. 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, 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.

8. 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.



**BORROWER**

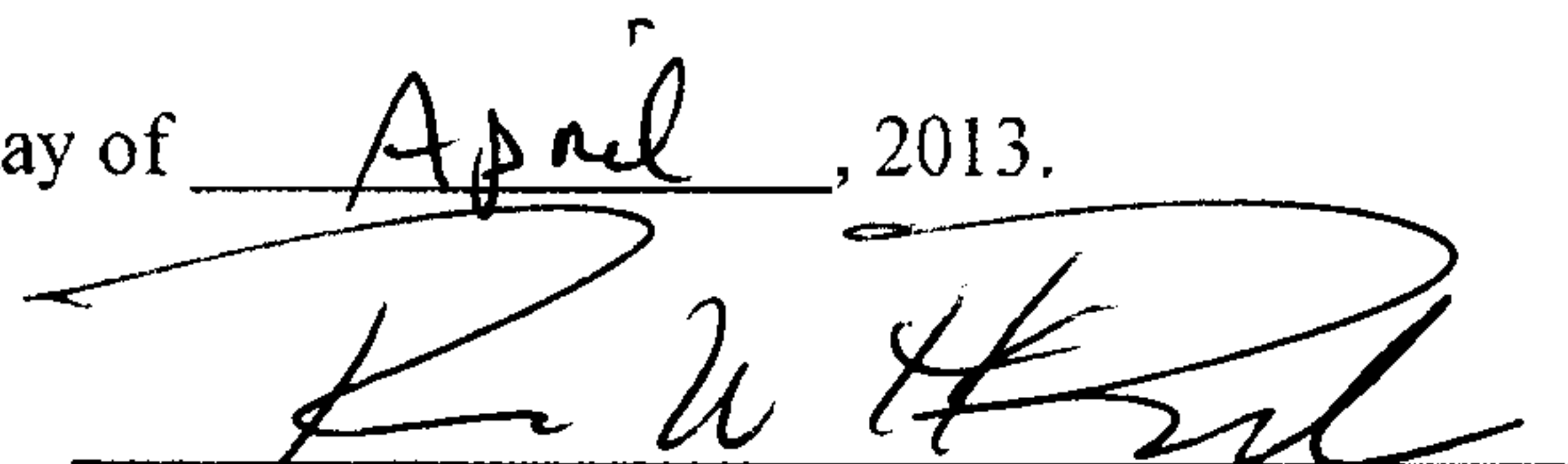
  
VIRGIL PERKINS

STATE OF Ala )

COUNTY OF Jefferson )

I, Thomas W H Buck, a Notary Public in and for said County in said State, hereby certify that VIRGIL PERKINS, whose name is signed to the foregoing *REAFFIRMATION OF MORTGAGE AGREEMENT*, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 21<sup>st</sup> day of April, 2013.

  
NOTARY PUBLIC

[SEAL]

My Commission Expires 6/14/14



**BORROWER**

Cecelia Perkins  
CECELIA PERKINS

STATE OF Ala)

COUNTY OF Jefferson)

I, Thomas W. H. Buck, a Notary Public in and for said County in said State, hereby certify that CECELIA PERKINS, whose name is signed to the foregoing REAFFIRMATION OF MORTGAGE AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

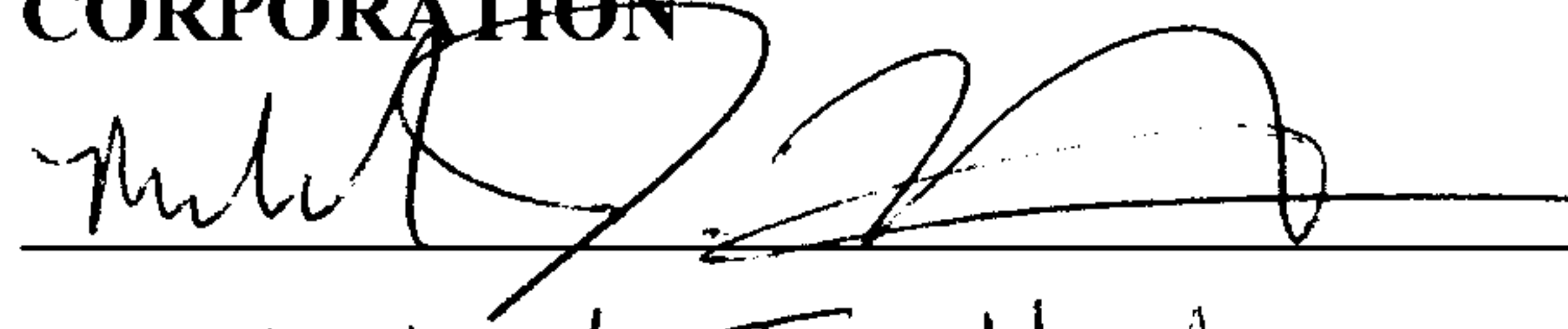
Given under my hand and seal, this 2 day of April, 2014.

[Signature]  
NOTARY PUBLIC

[SEAL]

My Commission Expires 6/14/14

FEDERAL HOME LOAN MORTGAGE  
CORPORATION



By: Michael J. Henderson

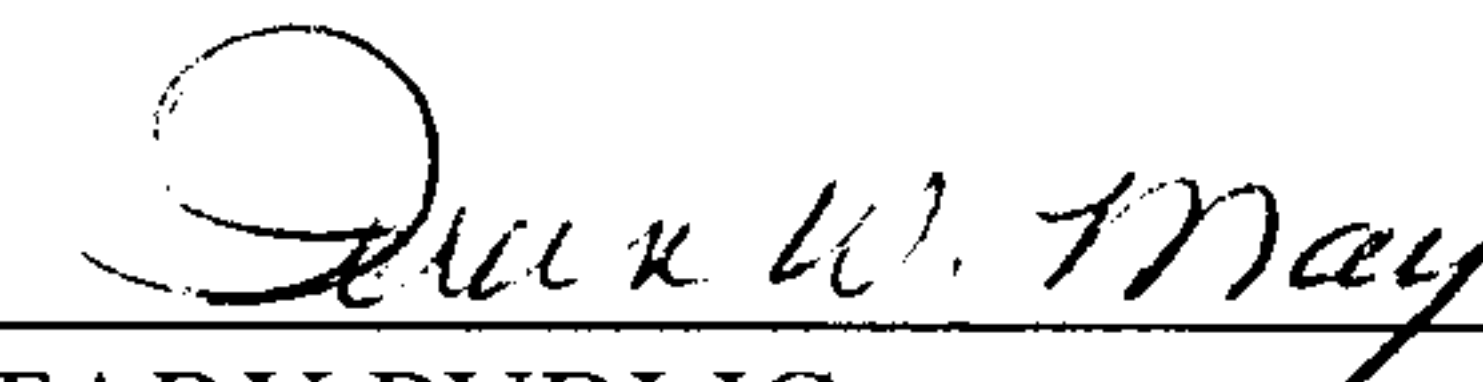
Its: Associate General Counsel

Commonwealth  
~~STATE~~ OF VIRGINIA

COUNTY OF FAIRFAX

I, IVAN W. MAY, a Notary Public in and for said County in said State, hereby certify that Michael J. Henderson, whose name as Associate General Counsel of Federal Home Loan Mortgage Corporation, is signed to the foregoing REAFFIRMATION OF MORTGAGE AGREEMENT and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 24<sup>th</sup> day of JANUARY, 2014.

  
NOTARY PUBLIC

[SEAL]

**IVAN W. MAY**  
My Commission Expires **Notary Public**  
**Commonwealth of Virginia**  
**Registration #: 7366034**  
**My Commission Expires: August 31, 2014**

CITIMORTGAGE, INC.

Susan A. Wood

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

Susan A. Wood  
Vice President

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

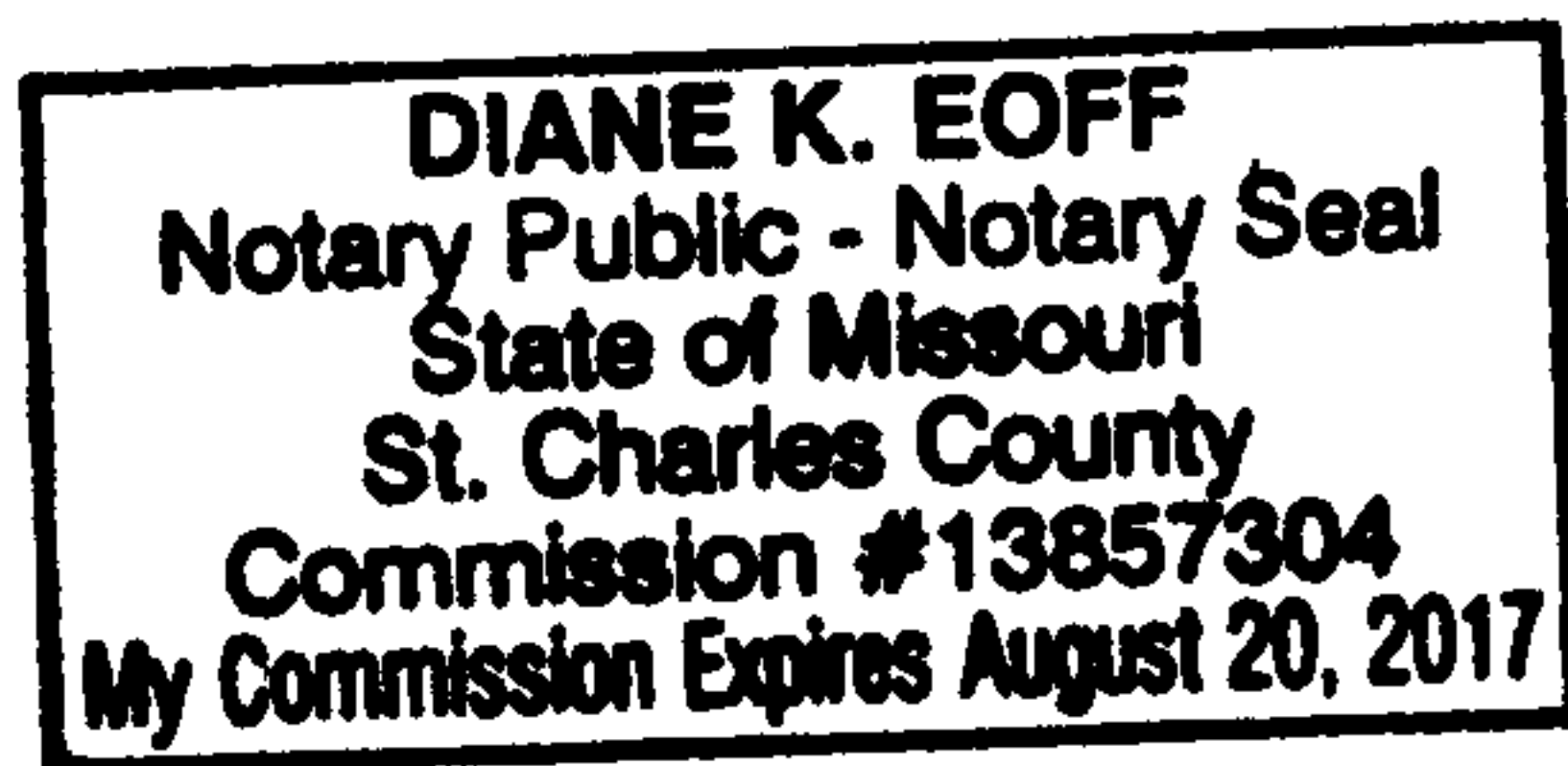
STATE OF MISSOURI )

COUNTY OF ST. CHARLES )

I, Diane K. Eoff, a Notary Public in and for said County in said State, hereby certify that Susan A. Wood, whose name as Vice President of CitiMortgage, Inc., is signed to the foregoing *REAFFIRMATION OF MORTGAGE AGREEMENT* and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 11 day of February, 2014.

[SEAL]



Diane K. Eoff  
NOTARY PUBLIC

My Commission Expires: August 20, 2017





## EXHIBIT A

Commencing at the SW corner of Section 13, Township 22 South, Range 1 West, and run South 0 degrees 00 minutes 00 seconds East along the West line of Section 24 a distance of 70.65 feet to a point on the Northerly right of way of Heart of Dixie Railroad (100.0 foot right of way); thence North 82 degrees 12 minutes 06 seconds East and run a distance of 247.60 feet to a point on the Northerly right of way line of said railroad; thence North 67 degrees 07 minutes 16 seconds East and run a distance of 259.00 feet to a point on the Northerly right of way line of said railroad; thence North 66 degrees 52 minutes 52 seconds East and run a distance of 54.75 feet to a point on the Northerly right of way of said railroad; thence leaving said right of way on a bearing of North 01 degrees 05 minutes 41 seconds East and run a distance of 166.76 feet to the point of beginning; thence North 88 degrees 54 minutes 19 seconds West and run a distance of 121.23 feet; thence North 01 degrees 05 minutes 45 seconds East and run a distance of 115.79 feet to the Southerly right of way line of Shelby County Highway No. 42 (80-foot right of way); thence South 89 degrees 11 minutes 35 seconds East and run a distance of 121.23 feet; thence South 01 degrees 05 minutes 41 second West and run a distance of 116.40 feet to the point of beginning.

Situated in Shelby County, Alabama.