


STATE OF ALABAMA)
COUNTY OF SHELBY)


20150108000008540 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
01/08/2015 01:47:23 PM FILED/CERT

REAFFIRMATION OF MORTGAGE AGREEMENT

Mortgagor: Mai Thi Nguyen, an unmarried woman
Mortgagee/Assignee: Nationstar Mortgage LLC

THIS REAFFIRMATION AGREEMENT (hereinafter "Agreement") is executed by and between Mai Thi Nguyen, an unmarried woman (hereinafter "Borrower"), Nationstar Mortgage LLC (hereinafter "Lender"), and Federal Home Loans Mortgage Corporation (hereinafter "Purchaser").

WITNESSETH:

WHEREAS, Borrower executed a mortgage originally in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for America's Wholesale Lender, on the 12th day of March, 2007, said mortgage having been recorded on the 16th day of March, 2007, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20070316000121100, and subsequently transferred and assigned to Nationstar Mortgage LLC recorded in Instrument Number 20130911000368600 (hereinafter "Mortgage Loan"), with said Mortgage Loan securing the following described property commonly referred to as 1520 Bridgewater Lane, Hoover, AL 35244 (the "Property"):

Lot 48-A, according to the Final Record Plat of a Resurvey of Lots 44 through 51, of Bridgewater Park, as recorded in Map Book 37, Page 9, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

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

WHEREAS, on the 27th day of January, 2014, Nationstar Mortgage LLC held a foreclosure sale in connection with said Mortgage Loan, and a foreclosure deed was recorded in Instrument Number 20140217000042350, in the aforesaid Probate Office ("Foreclosure Deed"), and

WHEREAS, Borrower, Lender, and Purchaser hereby acknowledge that, at no fault of any of the parties, aforesaid foreclosure sale and Foreclosure Deed shall be declared null and void.



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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 and Foreclosure Deed are 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.
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 aforementioned 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 agrees 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 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



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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.

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Executed by Borrower this 13th day of May, 2014.

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BORROWER:

Mai Thi Nguyen
Mai Thi Nguyen

ACKNOWLEDGMENT OF BORROWER


STATE OF Alabama,
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mai Thi Nguyen, an unmarried woman, 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 13th day of May, 2014.

Kella Mae Addison
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 5, 2014
My Commission Expires BONDED THRU NOTARY PUBLIC UNDERWRITERS

Executed by Lender this 2 day of JUNE, 2014.


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LENDER:

Nationstar Mortgage LLC

By:

Jesslyn Williams 6/2/14

Its: ASSISTANT SECRETARY/ JESSLYN WILLIAMS

ACKNOWLEDGMENT OF LENDER

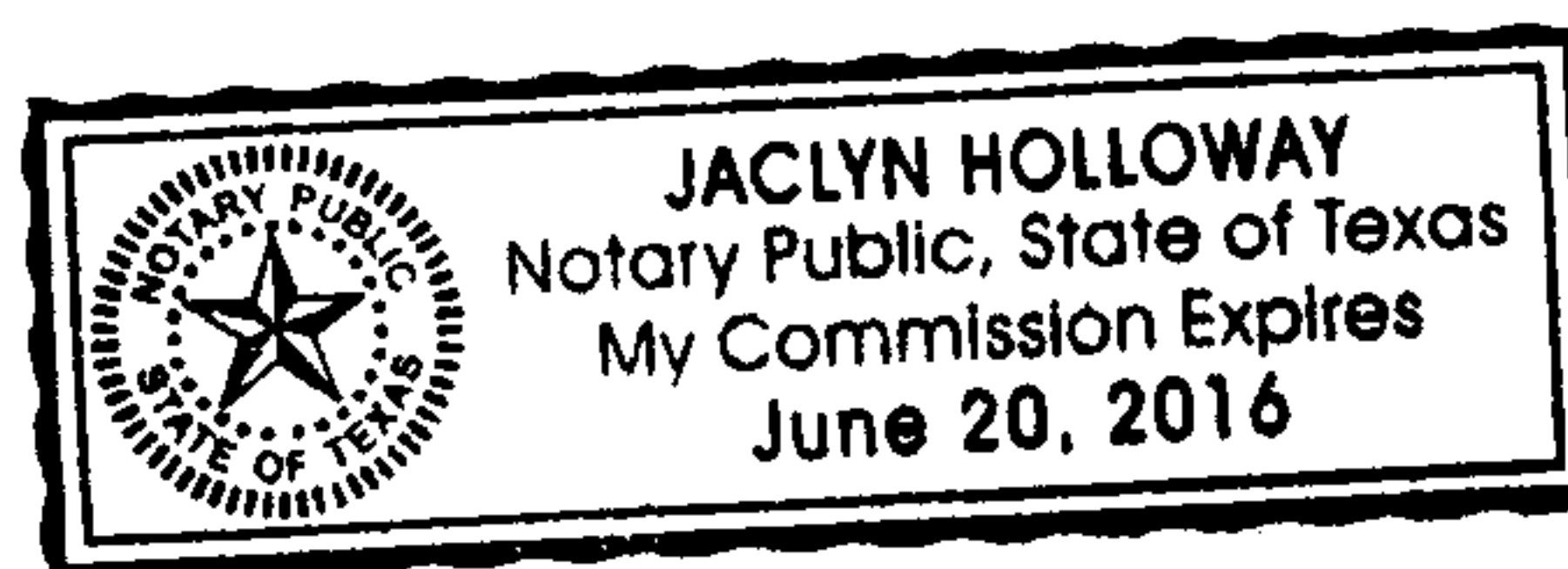
STATE OF TEXAS)

DENTON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JESSLYN WILLIAMS, whose name as ASSISTANT SECRETARY of Nationstar Mortgage LLC 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 2 day of June, 2014.

Jaclyn Holloway
Notary Public
My Commission Expires: 6-20-16



Executed by Purchaser this 17 day of December, 2014.



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PURCHASER:

Federal Home Loan Mortgage Corporation

By: [Signature]

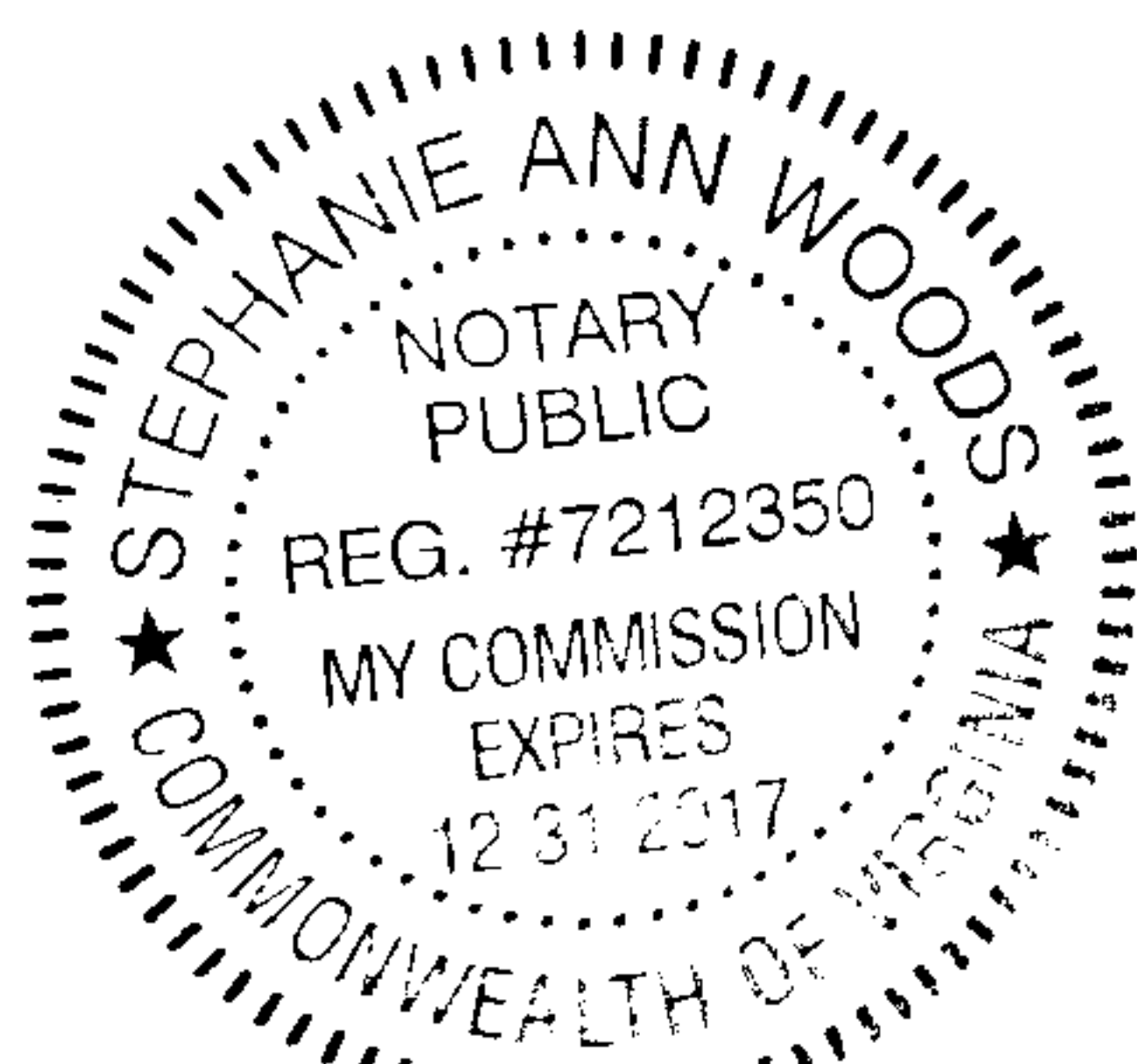
Its: Assistant Treasurer

ACKNOWLEDGMENT OF PURCHASER

STATE OF Virginia)
Fairfax COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Adam Schloss 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 on this the 17 day of December, 2014.



[Signature]

My Commission Expires: 12/31/2017

I was commissioned a notary public
as Stephanie Ann Woods.

This Instrument Prepared By:
Andy Saag, Esq.
Sirote & Permutt, PC
2311 Highland Avenue South
Birmingham, Alabama 35205
Sirote File # 309949