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PREPARED BY:  
RCO Legal, P.C  
Elizabeth B. Padgett (Bar No. 8936-C60P)  
1587 Northeast Expressway, Atlanta, GA 30329

  
20140218000044310 1/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
02/18/2014 12:41:30 PM FILED/CERT

Cross Reference: as Document Number 20061018000514500, Shelby County, Alabama Records

Grantor: Jamie Benson and Matthew E. Benson, wife and husband, 2009 Highview Way, Calera, AL, 35040

Grantee: Nationstar Mortgage LLC

### OWNER'S AFFIDAVIT

1244464

STATE OF ALABAMA  
COUNTY OF SHELBY

Personally appeared before me, the undersigned attesting office, Jamie Benson and Matthew E. Benson, wife and husband ("Deponents"), who on oath, deposes and states that they own that certain real property, being more particularly described as follows:

All that parcel of land in County of Shelby, State of Alabama as more fully described in Document 200610180000514500 and being more particularly described as follows:

Lot 965 according to the survey of WATERFORD HIGHLANDS Sector 4, Phase 2 as recorded in Map Book 36, page 15A and 15B, in the Probate Office of Shelby County, Alabama.

This is improved property known as: 2009 Highview Way, Calera, AL 35040

Deponents further states that the above-described property is the same as that securing a debt evidenced by a Note and Mortgage dated October 6, 2006, given by Jamie Benson, a married person, joined by her spouse, Matthew E. Benson, Joint Tenants with Rights of Survivorship, to First American Bank, said Mortgage having been recorded as Document Number 20061018000514510, Shelby County, Alabama Records and as last transferred to Nationstar Mortgage LLC.

Deponents further state that Federal National Mortgage Association is the Grantee of a Deed in



Lieu of Foreclosure conveying the aforesaid property.

Deponents further state that all the improvements on said property are contained within the boundaries of said described property; that there have been no violations of any restrictions which may have been imposed on said property; nor have Deponents sold or conveyed any of his or her interest in said property to any other person or persons, nor have any detrimental changes been made or any waste then committed as regards to said property.

Deponents further state that there are no suits, judgments, bankruptcies, or other proceedings filed by Deponents in any court, which said actions could in any way affect the title to said property or constitute a lien thereon; and that Deponents are not surety on the bond of any county official or any other bond that, through default of the principal therein, a lien would be created superior to any conveyance executed by Deponents; nor are there any loan deeds, trust deeds, mortgages or liens of any nature whatsoever which remain unsatisfied against said property, except as disclosed herein.

Deponents further state that there are no unpaid bills of any nature for the services of any architect, engineer, surveyor, or workman; nor for labor or materials for any recent improvements that may have been placed on said property, either in the construction or repair of any of the improvements thereon except as disclosed herein, and that there are no fixtures now installed in any building or improvements on said property that have not been paid for in full.

Deponents further state that any and all work done or materials furnished for improvement of said property has been paid for at the agreed price or reasonable value.

Deponents further states that there are no liens for past due taxes of any kind, including but not limited to, assessments for paving, sidewalk, curbing, garbage service, sewer, or any other street improvements of any kind against said property of Deponents; nor are there any unpaid liens or assessments by any homeowners' or condominium association, except as described herein:

#### DESCRIPTION OR NONE

Deponents further state that the following are the only liens against said property other than the Mortgage described above, to wit:

#### DESCRIPTION OR NONE

Deponents further state that any Deed in Lieu of Foreclosure conveying the property described herein is being made by Deponents as a result of Deponent's request that the Grantee accept such Deed in the extinguishment of the debt and that said conveyance is made by free and voluntary act; that, at the time of the execution of said deed, Deponents believed and still believes that the mortgage indebtedness recited in said Deed in Lieu of Foreclosure represents the fair value of the property so conveyed and that said Deed was not given as a preference against any other creditor of Deponents; Deponents further state that, at the time said Deed was given, there was no other person, firm, or corporation, other than the Grantee of said Deed and/or its successors and assigns, with any interest, either directly or indirectly in said property; Deponents further state that Deponents have no other creditors whose rights would be prejudiced by said conveyance; that deponent, in offering to execute the aforesaid Deed in Lieu of Foreclosure to the Grantee therein, and, in executing same, is not acting

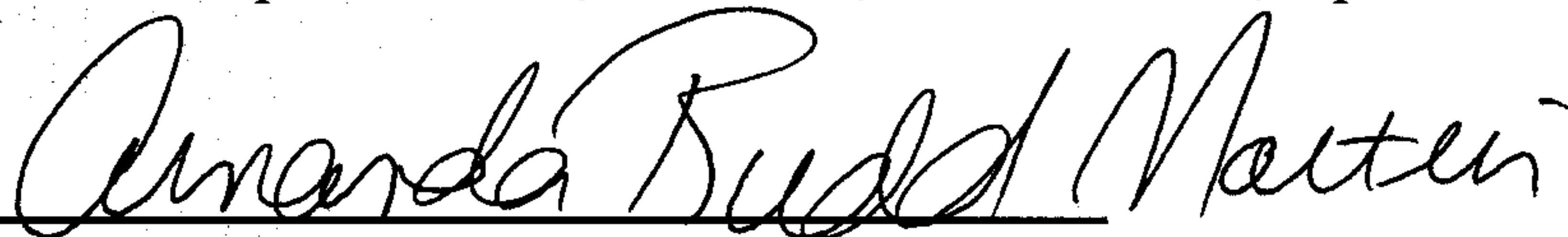


under any duress, undue influence, misapprehension, or misrepresentation by the Grantee therein or its agents or attorneys at law, and that it was and is the intention of this Deponents, as Grantors in said Deed in Lieu of Foreclosure, to convey therein, all Deponent's right, title and interest absolutely in and to the property described therein.

Deponents further understand that the mere execution of said Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Deed in Lieu of Foreclosure has been filed for record in the Probate Office of Shelby County, Alabama, in which county said property is situated, at which time full legal and equitable title shall best in the Grantee; Deponents further state that it is his/her representation, warranty and intention of Deponents, that the Grantee shall take unencumbered title, and therefore, the besting of the title shall not operate to affect such a merger if interest as to extinguish a mortgage lien, as such extinguishment might serve to promote the priority of any subordinate interests, which may be outstanding at the vesting of title.

Deponents further state that Deponents understand that the receipt of Grantee of the Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as Deponents surrender full and complete possession of said property being unchanged in any way, as previously stated, provided however, Deponents state their complete understanding that said Deed in Lieu of Foreclosure shall be of no force and effect whatsoever until possession, as aforesaid, is surrendered absolutely and completely to the Grantee of said Deed in Lieu of Foreclosure.

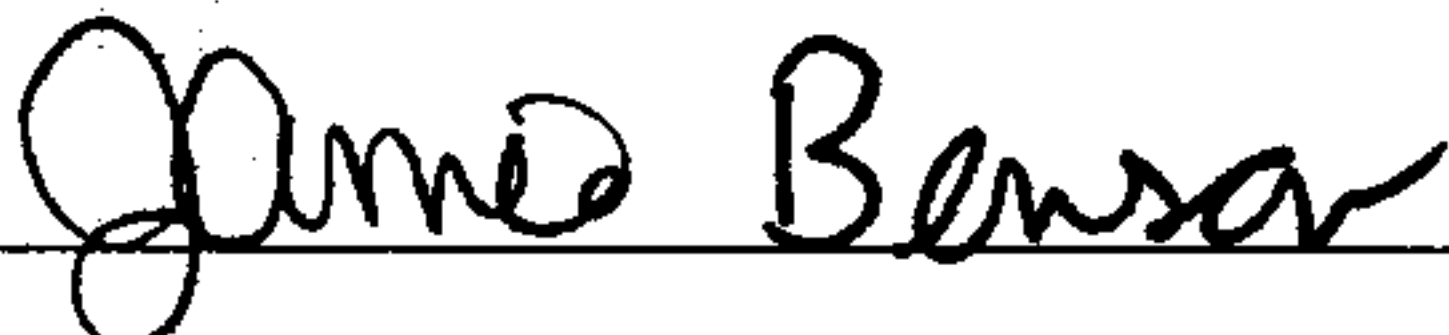
This Affidavit is made for the protection and benefit of the aforesaid Grantee as nominee for its successors and/or assigns, and all other parties hereafter dealing with, or who may acquire, any interest in the property as described in aforesaid Deed in Lieu of Foreclosure, as well as for the attorneys at law certifying title to said property and by title insurance companies insuring title to said property, and shall bind the respective heirs, executors, administrators, representatives and/or assigns of the undersigned.



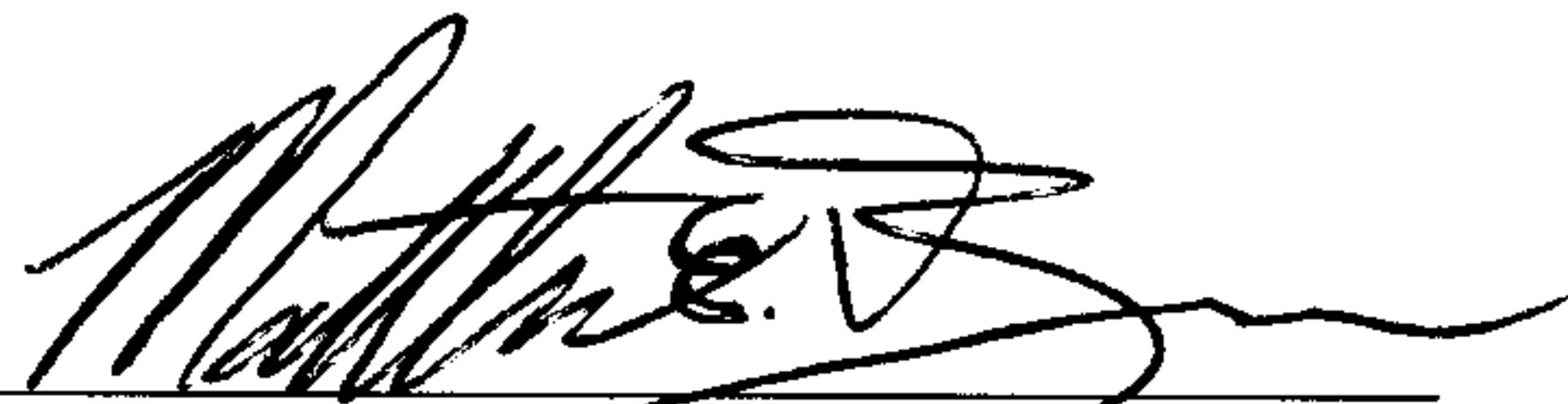
WITNESS

Printed Name: Amanda Rudd Martin

"DEPONENTS"



Jamie Benson



Matthew E. Benson

STATE OF Alabama

COUNTY OF Chilton

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jamie Benson and Matthew E. Benson, wife and husband whose name(s) are signed to the foregoing instrument and who are known to me, who acknowledged before me this date that being informed of the contents thereof, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 26<sup>th</sup> day of November, 2013.

Richard Buddi  
NOTARY PUBLIC

My Commission Expires: 2-8-16



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