


PREPARED BY: James W. Tarlton
JOHNSON & FREEDMAN, LLC
1587 Northeast Expressway
Atlanta, GA 30329
(770) 234-9181

Cross Reference: Instrument No. 2001-25601, Shelby County, AL
Records.

Grantor: Donald F Stafford, Jr. and Cherie Stafford
1031 Stage Coach Road
Alabaster, AL 35007
Phone: 469-549-2077

Grantee: Nationstar Mortgage, LLC
350 Highland Dr
Lewisville, TX 75067
Phone: 469-549-2077


20110713000203660 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/13/2011 02:06:32 PM FILED/CERT

OWNER'S AFFIDAVIT

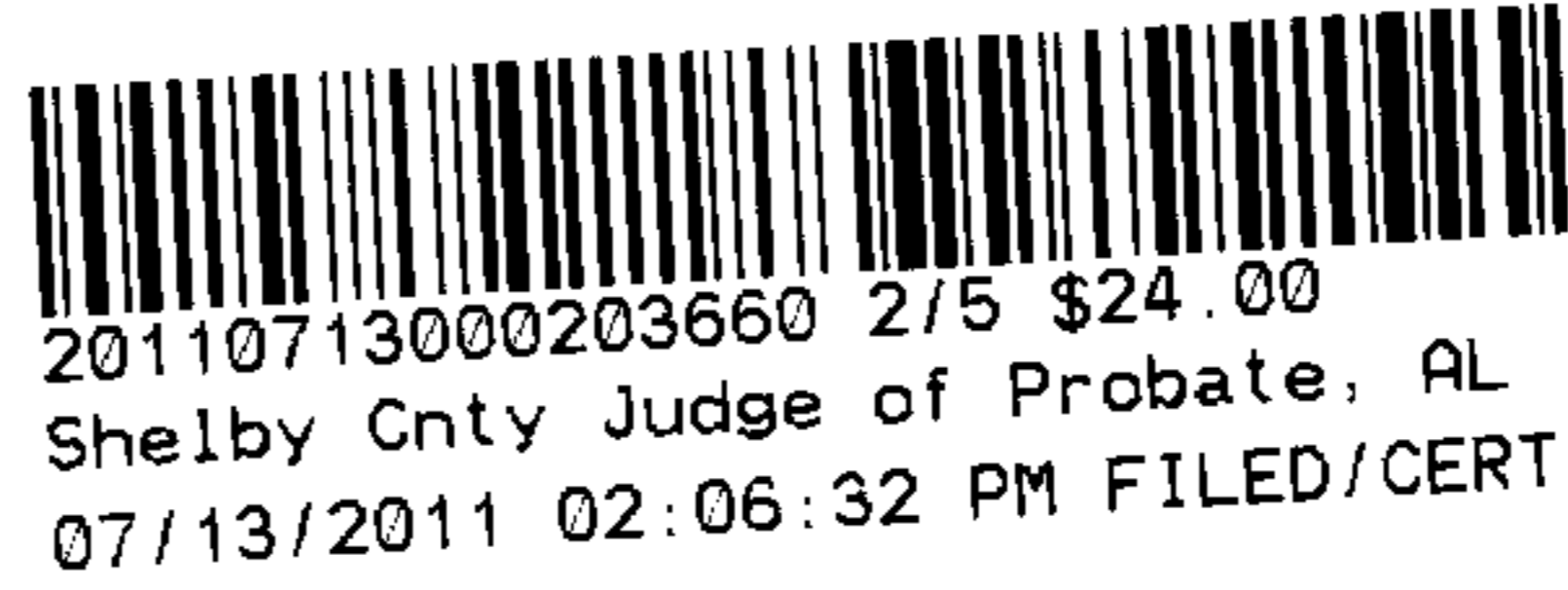
STATE OF Alabama
COUNTY OF Shelby

Personally appeared before me, the undersigned attesting officer, Donald F Stafford, Jr. and Cherie Stafford, husband and wife, who on oath, deposes and states that he/she is the owner of that certain real property, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF BY REFERENCE

Deponent further states that the above-described property is the same as that securing a debt evidenced by a Note and Mortgage dated June 11, 2001, given by Donald F. Stafford, Jr., husband and Cherie Stafford, wife to New South Federal Savings Bank, said Mortgage having been recorded in Instrument No. 2001-25601, Shelby County, Alabama Records .

Deponent further states that Nationstar Mortgage, LLC, is the Grantee of a Deed in Lieu of Foreclosure conveying the aforesaid property.



Deponent further states 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 has Deponent 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.

Deponent further states that there are no suits, judgments, bankruptcies, or other proceedings filed by Deponent in any court, which said actions could in any way affect the title to said property or constitute a lien thereon; and that Deponent is 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 Deponent; 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.

Deponent further states 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 buildings or improvements on said property that have not been paid for in full.

Deponent further states 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.

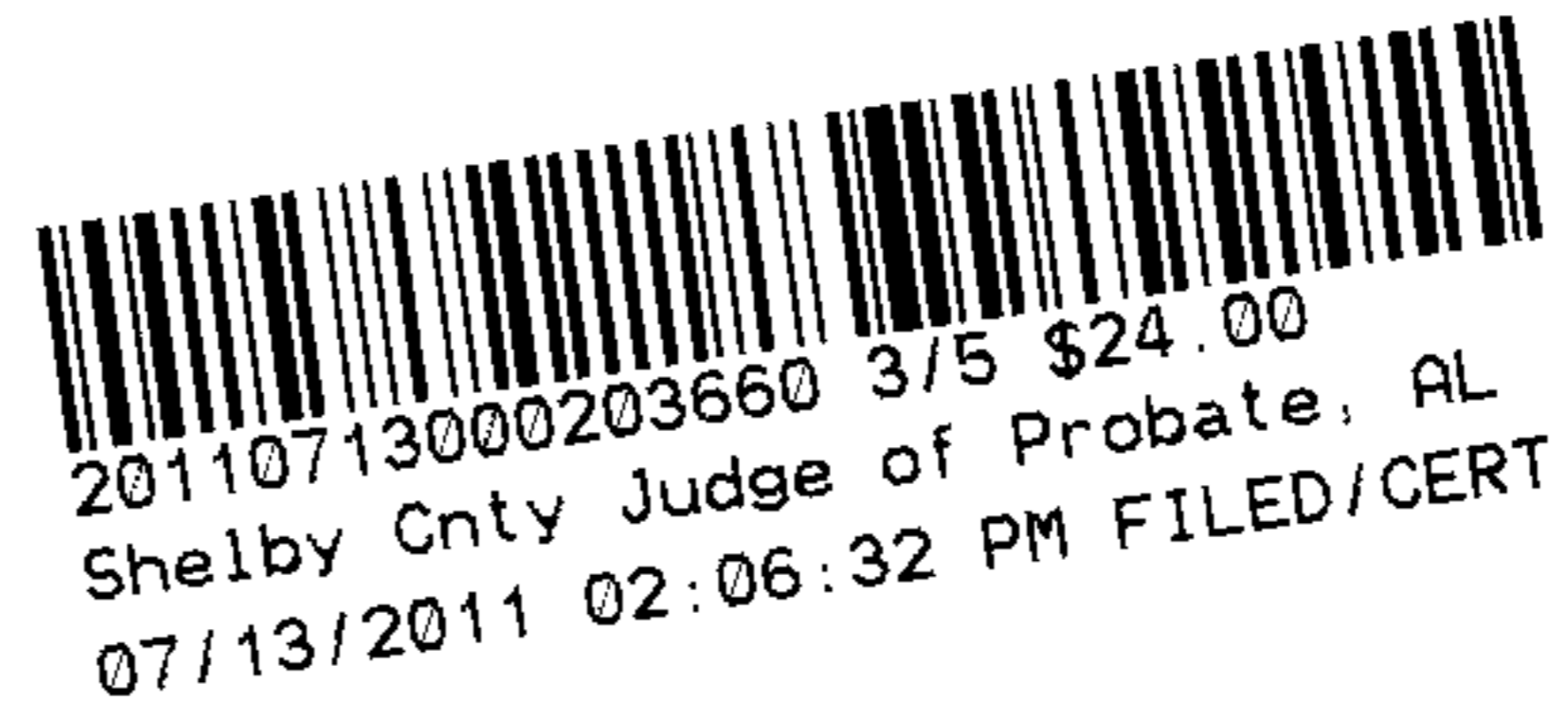
Deponent further states that there are no liens for past due taxes of any kind, including but not limited to, assessments for paving, sidewalk, curbing, garbage service, sewer, or any other street improvements of any kind against said property of Deponent; nor are there any unpaid liens or assessments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

NONE

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

NONE

Deponent further states that any Deed in Lieu of Foreclosure conveying the property described herein is being made by Deponent 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, Deponent 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 Deponent; Deponent further states 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; Deponent further states that Deponent has 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 Deponent, as Grantor 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.

Deponent further understands 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 vest in the Grantee; Deponent further states that it is his/her representation, warranty and intention of Deponent, that the Grantee shall take unencumbered title, and therefore, the vesting of the title shall not operate to affect such a merger of 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.

Deponent further states that Deponent understands 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 Deponent surrenders full and complete possession of said property being unchanged in any way, as previously stated, provided however, Deponent states his/her 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.

Michael J. Harris
WITNESS

Donald F. Stafford, Jr.
DEPONENT
Donald Stafford

Cherie Stafford
DEPONENT
Cherie Stafford

File 1105.0903796AL

STATE OF *Alabama*

COUNTY OF *Shelby*

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Donald F Stafford, Jr. and Cherie Stafford whose names are signed to the foregoing instrument and who are known to 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 on this the *22nd* day of
November 20 *10*

Sharon Anderson

NOTARY PUBLIC My Commission Expires Feb. 22, 2011
My Commission expires: _____




20110713000203660 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/13/2011 02:06:32 PM FILED/CERT

EXHIBIT "A"

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE S 87 DEGREES 34'46" E ALONG THE NORTH LINE OF SAID QUARTER -QUARTER A DISTANCE OF 271.02' TO A FOUND REBAR CORNER; THENCE RUN S 16 DEGREES 45' 10" E A DISTANCE OF 694.23' AS SET REBAR CORNER IN THE CENTERLINE OF STAGECOACH ROAD; THENCE RUN S 52 DEGREES 40' 45" W ALONG THE CENTERLINE OF SAID ROAD A DISTANCE OF 184.93' TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 16'30" AND A RADIUS OF 573.68'; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 172.97' TO THE P.T. OF SAID CURVE; THENCE RUN S 70 DEGREES 02' 45" W ALONG THE SAID CENTERLINE OF SAID ROAD A DISTANCE OF 149.63' TO A SET REBAR CORNER; THENCE RUN N 01 DEGREES 59' 45" ALONG THE WEST LINE OF SAME SAID QUARTER - QUARTER SECTION A DISTANCE OF 923.38' TO THE POINT OF BEGINNING.


20110713000203660 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/13/2011 02:06:32 PM FILED/CERT