

20120523000183460 1/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
05/23/2012 01:44:53 PM FILED/CERT

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
2801 Woodside Street  
Dallas, Texas 75204

**This Document Prepared By:**  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
2801 Woodside Street  
Dallas, Texas 75204

Loan No.: 0596768343  
Investor No.: 1706647512

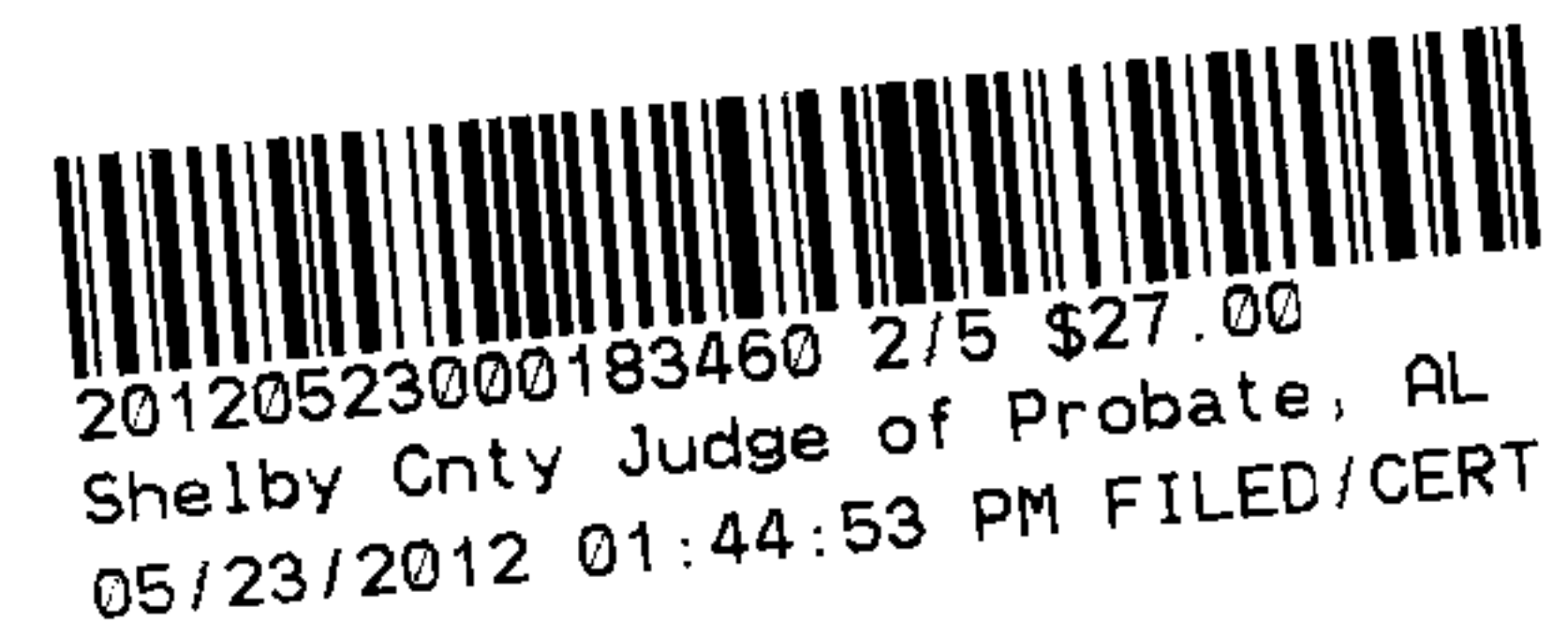
## ESTOPPEL AFFIDAVIT

State of Alabama §  
County of Shelby §

THE UNDERSIGNED, Michael Holley and Rhonda Holley, husband and wife  
, ("Borrower")  
after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on March 7th, 2008, , for good and valuable consideration,  
Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of  
Hamilton Mortgage Corporation  
, ("Lender"),  
in the original principal amount of \$324,900.00 , together with interest thereon at the rate set forth in said  
instrument. The Note was duly secured by a Mortgage, Deed of Trust or Deed to Secure Debt (the "Security  
Instrument") of even date therewith being recorded on April 10th, 2008, as Instrument No. 20080410000146390,  
Book N/A, Page N/A which was Re-filed for record on June 13<sup>th</sup>, 2008, as Instrument No. 20080613000242080,  
Book N/A, Page N/A and Re-filed for record on July 22<sup>nd</sup>, 2008 as Instrument No. 20080722000296180, Book N/A,  
Page N/A which was further transferred and assigned to Nationstar Mortgage LLC in Book \_\_\_\_\_, Page  
\_\_\_\_\_, Instrument No. \_\_\_\_\_ in the real estate records, in the Probate Office of Shelby  
County, Alabama. 20120523000183440

Loan No.: 0596768343  
Investor No.: 1706647512



Property more particularly described as:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 1240 Woodlands Way, Helena, Alabama 35080

TAX ID: 12 6 13 0 000 001.089

The Borrower is currently in default in the making of payments due on the Note and does not currently have the financial capability of curing such default.

2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain Warranty Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Lender or its designee.
3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report from Resource Title Gulf States- Alabama, LLC, effective date of March 16th, 2012 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property.
4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Security Instrument, and from all security agreements, financing statements, and claims and demands with respect to the Property.
5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower.
6. That the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire; but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Borrower's equity of redemption, and with full release of all of Borrower's right, title and interest of every character and nature in and to the Property and improvements thereon.
7. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.





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8. That notwithstanding the Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.
9. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Lender and the Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.
10. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.
11. That the Borrower upon request from the Lender, will testify, declare, depose or certify before any competent tribunal, officer or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.
12. That the Borrower has vacated the Property, the Property is broom clean; that to the best of Borrower's knowledge, the Property is free of harmful mold; that all utilities, and Home Owner Association dues, fees and/or assessments, if any, are paid in full through the date of execution of the Deed in favor of Lender; and, that Borrower has been advised to consult a tax consultant/advisor to discuss any tax consequences that could result from the Deed.
13. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

DATED this 24<sup>th</sup> day of April 2012

Michael Holley -Borrower      Rhonda Holley -Borrower

\_\_\_\_\_-Borrower      \_\_\_\_\_-Borrower

#### ACKNOWLEDGMENT

State of Alabama      §  
                                  §  
 County of Shelby      §

I, Lauren Nicole Carmichael Notary Public  
 [name and style of officer], hereby certify that  
 Michael Holley and Rhonda Holley  
 whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on  
 this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the  
 day the same bears date.

Given under my hand this 25 day of April 2012, A.D.

(Seal)

Lauren Nicole Carmichael

Notary Public  
 Style of Officer



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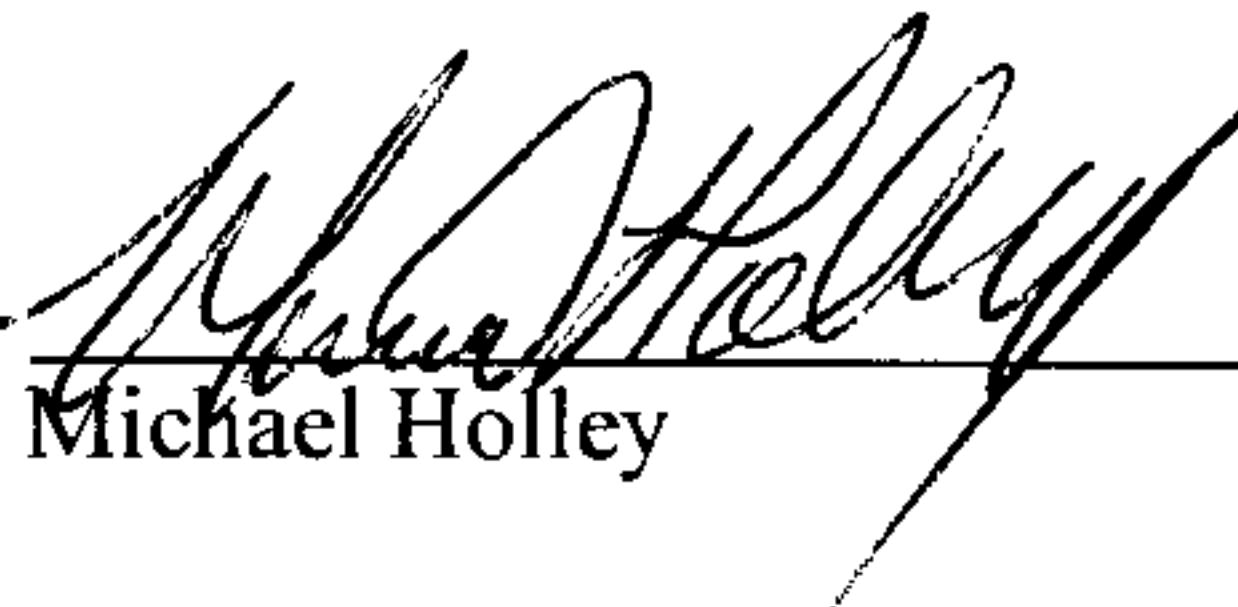
## CONDITIONAL DELIVERY OF DEED

(to be attached to the Estoppel Affidavit)

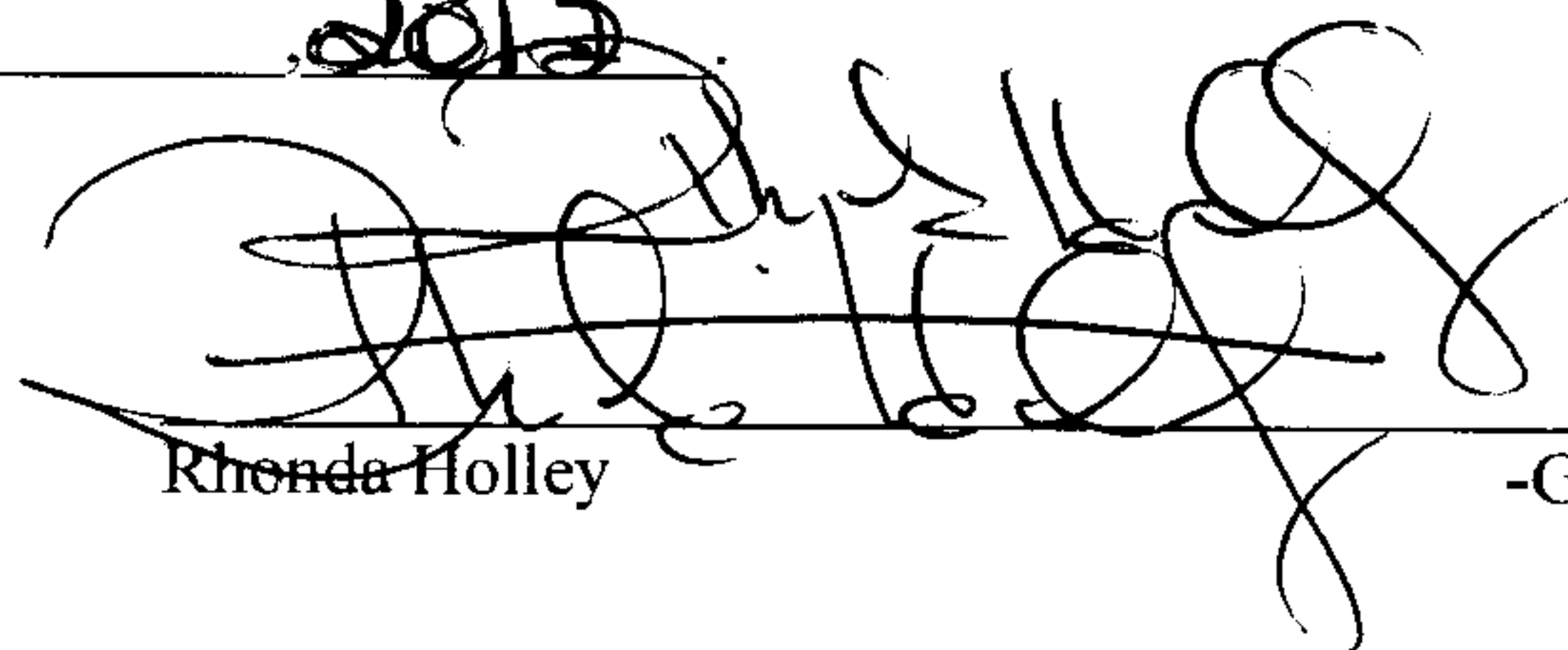
It is understood and agreed by Grantor that the Deed to Federal National Mortgage Association

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 24<sup>th</sup> day of April, 2012 RH

  
Michael Holley

-Grantor


  
Rhonda Holley

-Grantor

-Grantor

-Grantor

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**EXHIBIT "A"**

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 213, SECTOR 2, ACCORDING TO THE FINAL PLAT, THE WOODLANDS, SECTORS 2, 4 AND 5, AS RECORDED AT MAP BOOK 29, PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO MICHAEL HOLLEY AND RHONDA HOLLEY, BY SPECIAL WARRANTY DEED, FROM US BANK, N.A., A CORPORATION, BY RESIDENTIAL FUNDING CORPORATION, AS ATTORNEY IN FACT, DATED MARCH 5, 2008 AND RECORDED APRIL 10, 2008, IN INSTRUMENTAL NO. 20080410000146380, SAID PROBATE COURT, SHELBY COUNTY, ALABAMA.