

20121127000451830 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
11/27/2012 10:17:07 AM 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.: 0596578185  
Investor No.: 1706220167

## ESTOPPEL AFFIDAVIT


State of Alabama §  
County of Shelby §

THE UNDERSIGNED, Susan D. Haughton and James C. Haughton, III, wife and husband  
, ("Borrower")  
after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on February 12th, 2008, for good and valuable consideration,  
Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of  
Hometown Mortgage Services, Inc.  
, ("Lender"),  
in the original principal amount of \$242,600.00, 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 March 6th, 2008, as Instrument No. 20080306000092670,  
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.

20121127000451810

Loan No.: 0596578185  
Investor No.: 1706220167

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

COMMONLY KNOWN AS: 231 Lime Creek Lane, Chelsea, Alabama 35043  
TAX ID: 15-4-17-2-003-022.000

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 May 29th, 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.

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.



Loan No.: 0596578185

Investor No.: 1706220167

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 22 day of June, 2012

Susan D. Haughton

Susan D. Haughton

-Borrower

James C. Haughton, III

James C. Haughton, III

-Borrower

-Borrower

-Borrower

#### ACKNOWLEDGMENT

State of Alabama

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County of Shelby

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I, JAN WALLACE, NOTARY AT LARGE [name and style of officer], hereby certify that  
Susan D. Haughton and James C. Haughton, III

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 22nd day of JUNE, A.D. 2012.

(Seal)

Jan Wallace

Notary Signature

JAN WALLACE


Printed Name

NOTARY AT LARGE

Style of Officer

Commission Expiration Date: 3/11/14

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Investor No.: 1706220167

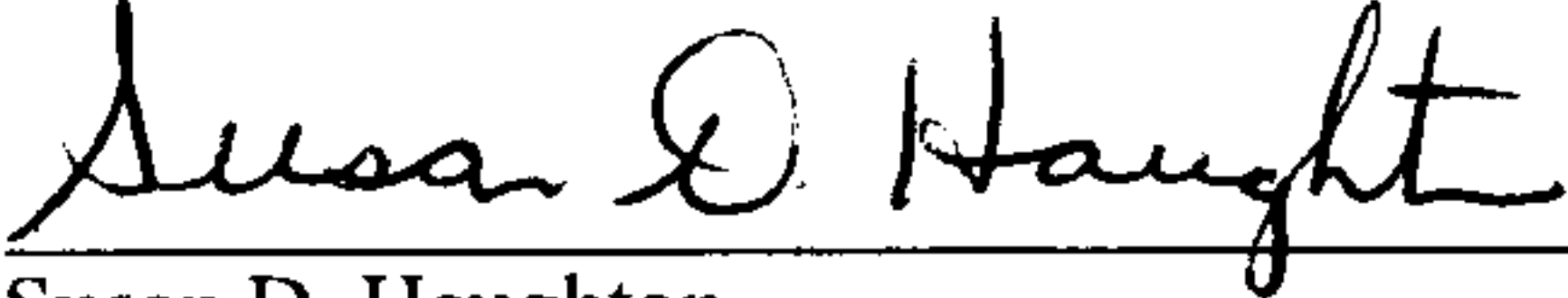
  
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## CONDITIONAL DELIVERY OF DEED (to be attached to the Estoppel Affidavit)

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 22 day of June, 2012.

  
\_\_\_\_\_  
Susan D. Haughton -Grantor

  
\_\_\_\_\_  
James C. Haughton, II -Grantor

\_\_\_\_\_  
-Grantor

\_\_\_\_\_  
-Grantor

  
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## **Exhibit A**

**Lot 20, according to the final plat Lime Creek at Chelsea Preserve Sector 2, as recorded in Map Book 34, Page 51, in the Probate Office of Shelby County, Alabama.  
Being the same property conveyed to Susan D. Haughton and James C. Haughton, III, husband and wife by Warranty Deed from Acob, Inc., by and through it's president, Mark Aderholt, dated February 12, 2008 and recorded March 6, 2008, in Instrument No. 20080306000092660, said Probate Court, Shelby County, Alabama.**