

PREPARED BY:

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Atlanta, Georgia 30329  
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Return To:

Foreclosure Team 13  
1544 Old Alabama Road  
Roswell, GA 30076

CROSS REFERENCE: INSTRUMENT NO.  
20070223000084800 SHELBY COUNTY,  
AL RECORDS

Grantor: Michael A. Gertz and Rebekah J. Gertz  
105 Lenox Drive  
Birmingham, AL 35242  
Phone: 888-917-3094

Grantee: Federal National Mortgage Association  
14221 Dallas Parkway,  
Suite 1000,  
Dallas, TX 75254  
888-917-3094

  
20130725000303280 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
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OWNER'S AFFIDAVIT

STATE OF Florida  
COUNTY OF Pineellas

Personally appeared before me, the undersigned attesting officer, Michael A. Gertz and Rebekah J. Gertz, 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 February 20, 2007 given by Michael A. Gertz to SunTrust Mortgage, Inc., said Mortgage having been recorded in Instrument No. 20070223000084800,

Shelby County, Alabama Probate Office, as last transferred by assignment to Federal National Mortgage Association recorded in Book \* \_\_\_\_\_, Page \* \_\_\_\_\_, Shelby County, Alabama Probate Office.

\*BY ASSIGNMENT RECORDED SIMULTANEOUSLY HERewith AND MADE A PART HEREOF BY REFERENCE.

Deponent further states that Federal National Mortgage Association 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



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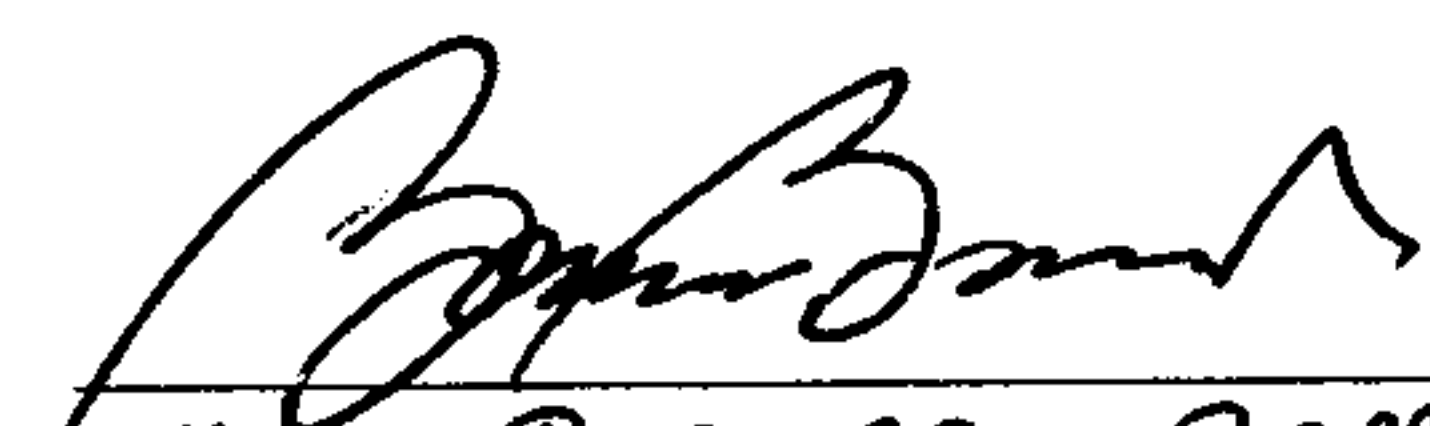


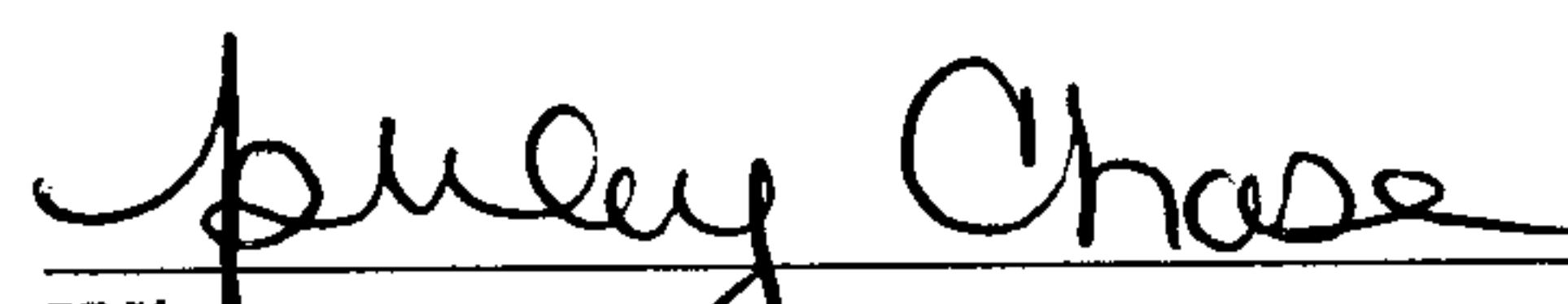
of the property so conveyed and that said Deed was not given as a preference against any other creditor of Deponent; Deponent further states that, at the time said Deed was given, there was no other person, firm, or corporation, other than the Grantee of said Deed and/or its successors and assigns, with 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.

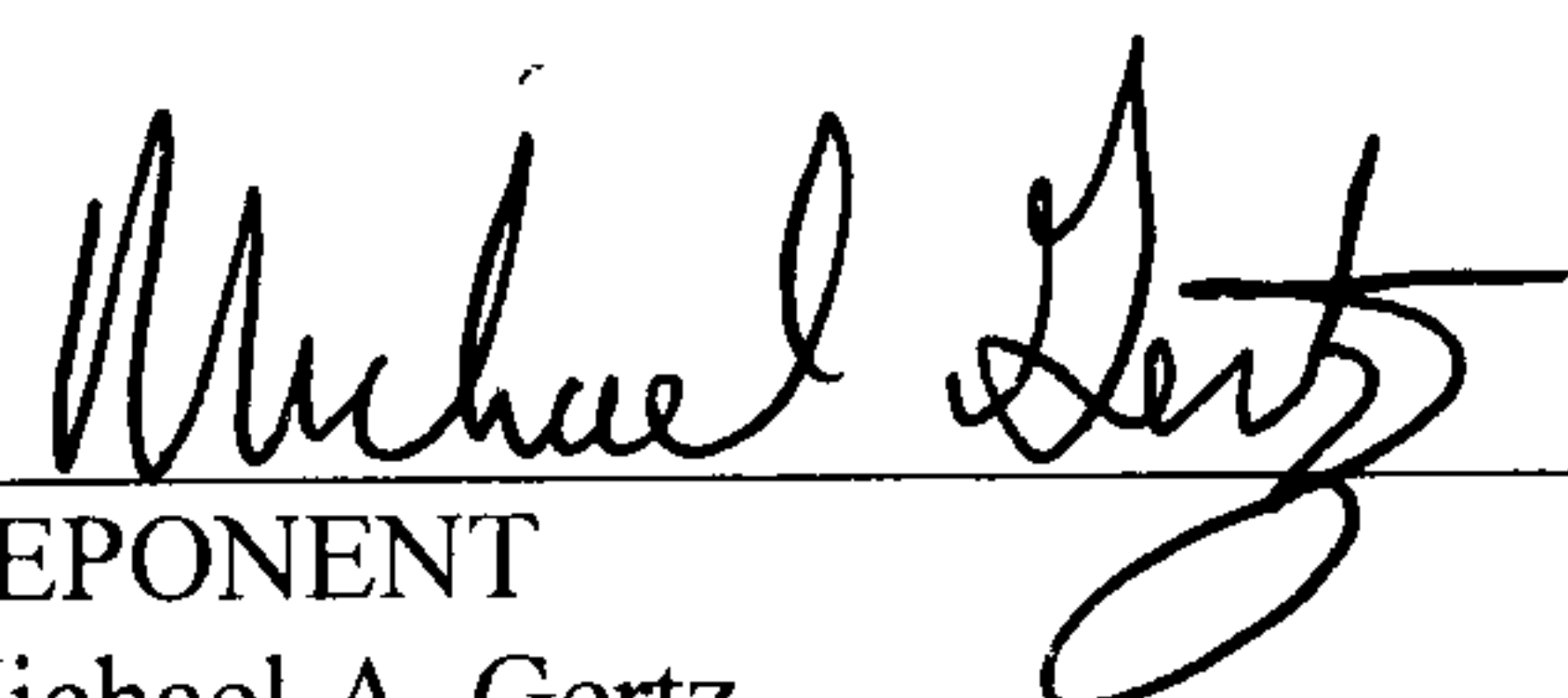
Deponent further understands that the mere execution of said Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Deed in Lieu of Foreclosure has been filed for record in the Probate Office of Shelby County, Alabama, 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.

  
Witness ~~BERNARD~~ BERNARD

  
Witness ASHLEY CHASE

  
DEPONENT  
Michael A. Gertz

  
DEPONENT  
Rebekah J. Gertz



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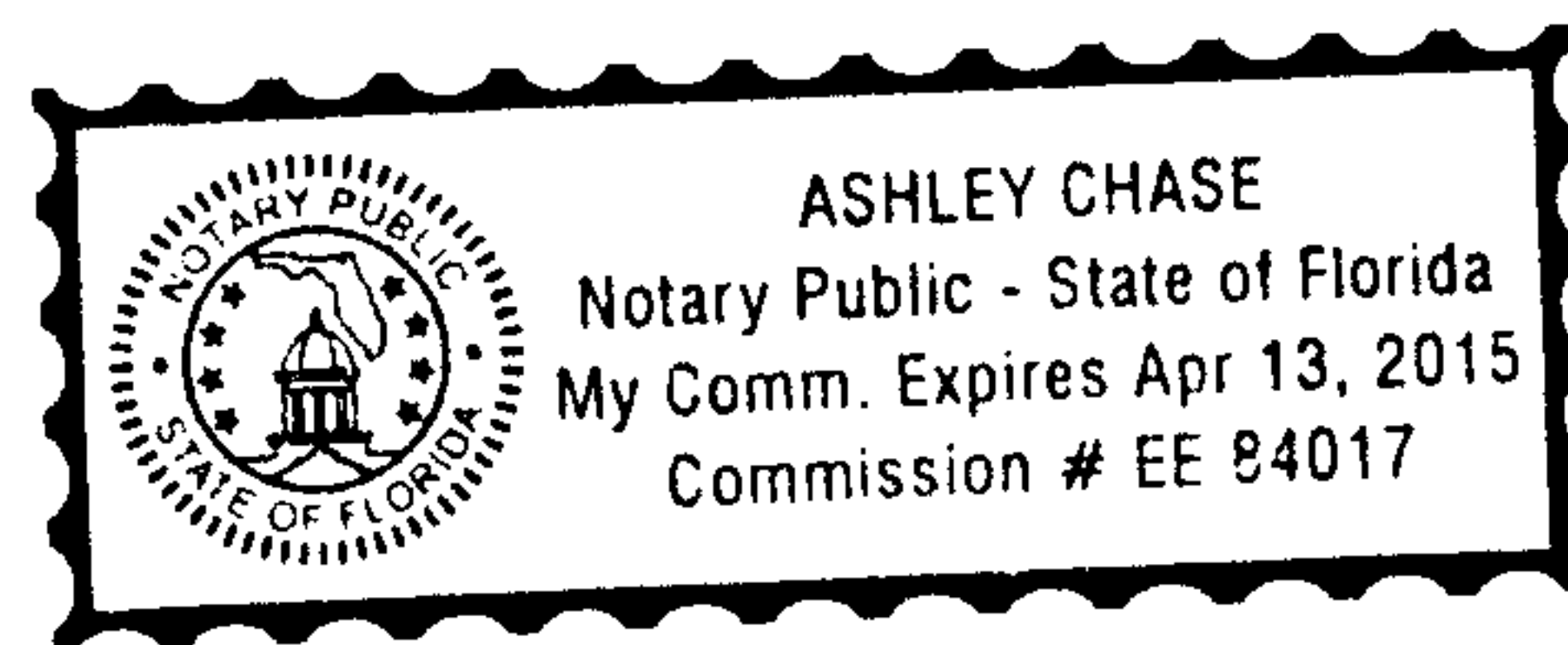
STATE OF Florida

COUNTY OF Pinellas

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Michael A. Gertz and Rebekah J. Gertz whose names 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 on this the 23 day of  
April 2013

Ashley Chase  
NOTARY PUBLIC  
My Commission expires: Apr. 13, 2015



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**EXHIBIT "A"**

LOT 33, ACCORDING TO THE SURVEY OF LENOX PLACE PHASE ONE, AS  
RECORDED IN MAP BOOK 19, PAGE 44, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

