


PREPARED BY:  
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ATLANTA, GEORGIA 30329  
(770) 234-9181

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CROSS REFERENCE: Instrument No:  
2004112000648180, SHELBY COUNTY,  
AL RECORDS

Grantor: Imogene Hare  
607 Gable Dr.  
Birmingham, AL 35244  
770-234-9181

Grantee: Federal Home Loan Mortgage Corporation  
14221 Dallas Parkway, Suite 1000  
Dallas, TX 75254  
800-446-8939

  
20140325000083010 1/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
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#### OWNER'S AFFIDAVIT

STATE OF Alabama  
COUNTY OF Jefferson

Personally appeared before me, the undersigned attesting officer, **Imogene Hare**, 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 November 22, 2004 from Imogene Hare to Mortgage Electronic Registration Systems, Inc. as nominee for Troy Bank and Trust, recorded in Instrument No: 2004112000648180, Shelby County, Alabama Probate Office.

Deponent further states that Federal Home Loan Mortgage Corporation 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~~ 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.

[Signature]  
Witness

Imogene Hare  
DEPONENT Imogene Hare

STATE OF Alabama  
COUNTY OF Jefferson

  
20140325000083010 3/4 \$23.00  
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I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Imogene Hare 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 28<sup>th</sup> day of August 20 13


Linda Rickmon  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**Linda Rickmon**  
**Notary Public - State of Alabama**  
**County of Jefferson**  
**My Commision Expires 4/12/2015**

## EXHIBIT "A"

Unit 607, Building 6, in the Gables, a Condominium, a Condominium located in Shelby County, Alabama as established by the Declaration of Condominium and By-Laws thereto as recorded in Real Volume 10, page 177 and amended in Real Volume 27, page 733; Real Volume 50, page 327 and in Real Volume 50, page 340 and re-recorded in Real 50, page 942; Real 165, page 578 and amended in Real 59, page 19 and further amended by Corporate Volume 30, page 407 and in Real 96, page 855 and Real 97, page 937 and By-Laws as shown in Real Volume 27, page 733 amended in Real Volume 50, page 325, further amended by Real 189, page 222, Real 222, page 691, Real 238, page 241, Real 269, page 270 further amended by Eleventh Amendment to Declaration of Condominium as recorded in Real 284, page 181, together with an undivided interest in the common elements as set forth in the aforesaid mentioned declaration, said unit being more particularly described in the floor plans and architectural drawings of the Gables Condominium as recorded in Map Book 9, page 41 thru 44 and amended in Map Book 9, page 135; Map Book 10, page 49 and further amended by Map Book 12, page 50, in the Probate Office of Shelby County, Alabama.

  
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