


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20140529000161220 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
05/29/2014 10:27:33 AM FILED/CERT

AFFIDAVIT

Tresia May Peterson, being first dully sworn, does depose and say: I, Tresia May Peterson, am the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure (“Deed”) to Alabama Housing Finance Authority, an Alabama Public Corporation, (“Grantee”), dated the 23rd day of April, 2014, conveying the following described properties, to-wit:

Lot 1707, according to the Survey of Old Cahaba IV, 2nd Addition, Phase 5, as recorded in Map Book 34 at Page 53 in the Probate Office of Shelby County, Alabama.

That the aforesaid Deed was intended to be and was an absolute conveyance of the title to said premises to the Grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said Deed to convey, and by said Deed the affiant did convey to the Grantee therein all his right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee.

That in the execution and delivery of said Deed affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress.

That aforesaid Deed was not given as a preference against any other creditors of affiant; that at the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly or indirectly in said premises; that affiant is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that affiant is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said Deed.

That the consideration for said Deed was and is payment to affiant of the sum of Ten and No/100 Dollars (\$10.00) by Grantee, and the full cancellation of all debts, obligations, costs, and charges secured by that certain mortgage heretofore existing on said property executed by Tresia May Peterson to Mortgage Electronic Registration Systems, Inc. (“MERS”), (solely as nominee for Lender, New South Federal Savings Bank, and Lender’s successors and assigns), as follows:

Mortgage dated the 31st day of July, 2008, to Mortgage Electronic Registration Systems, Inc. (“MERS”), (solely as nominee for Lender, New South Federal Savings Bank, and Lender’s successors and assigns), on land in Shelby County, Alabama, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20080821000336740, as modified by virtue of that certain Loan Modification Agreement dated April 12, 2011 and recorded in said Probate Office as Instrument Number 20110421000122950; said Mortgage having subsequently been transferred and assigned by Mortgage Electronic Registration Systems, Inc. (“MERS”), (solely as nominee for Lender, New South Federal Savings Bank, and Lender’s successors and assigns), to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated March 21, 2014 and recorded in said Probate Office as Instrument Number 20140321000080030.

That at the time of making said Deed affiant believed and now believes that the aforesaid consideration therefore represents that fair value of the property so deeded.

This affidavit is made for the protection and benefit of the Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant, 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.

Grantee may assign this affidavit in whole or in part to any other person or entity without obtaining the consent of affiant.

[EXECUTION AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGE]

WITNESS:

Natalie Elrod

AFFIANT:

Tresia May Peterson (L.S.)
TRESIA MAY PETERSON

STATE OF ALABAMA)

COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tresia May Peterson, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of April, 2014.

(SEAL)

Regina E. DeLoach
Notary Public
My commission expires: September 2, 2014

This instrument was prepared by:
Kimberly C. Waldrop, Esq.
Sasser, Sefton, Brown, Tipton & Davis, P.C.
Post Office Box 4539
Montgomery, Alabama 36103-4539
Our File No.: DIL 49696.1276 Tresia May Peterson


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