

20150126000025490
01/26/2015 09:48:50 AM
AFFID 1/4

When Recorded Mail To:
Stewart Lender Services
601 Canyon Drive Suite 100
Coppell, TX, 75019

PREPARED BY:
RCO Legal, P.C
Karen Maxcy
1587 Northeast Expressway, Atlanta, GA 30329

Cross Reference: Mortgage recorded as Document Number 20061117000565220, Shelby County, Alabama Records

Grantor: John W. Whitten Jr., an unmarried man, 5180 Valleybrook Lane, Birmingham, AL, 35244

Grantee: Nationstar Mortgage LLC, 350 Highland Dr., Lewisville, TX 75067

OWNER'S AFFIDAVIT

STATE OF AL

COUNTY OF Shelby

Personally appeared before me, the undersigned attesting office, John W. Whitten Jr., an unmarried man ("Deponent"), who under oath, deposes and states that he own certain real property, being more particularly described as follows:

All that parcel of land in County of Shelby, State of Alabama as more fully described in Instrument No. 20121002000375160 and being more particularly described as follows:

Lot 73, according to the survey of the Cove of Greystone, Phase I, as recorded in Map Book 26, Pages 39 A and B, in the Probate Office of Shelby County Alabama.

Being the same property conveyed to John W. Whitten Jr., an unmarried man from Pamilla G. Whitten aka Pamilla Whitten Brown, an unmarried woman, by quitclaim deed dated August 21, 2012, and recorded October 02, 2012, in Instrument No. 20121002000375160, among the land records of Shelby County, Alabama.

This is improved property known as: 1132 Hardwood Cove Road, Birmingham, AL 35242

Deponent further states that the above-described property is the same as that securing a debt evidenced by a Note and Mortgage dated November 1, 2006, given by John W. Whitten Jr. and Pamilla G. Whitten, husband and wife, to Mortgage Electronic Registration Systems, Inc. Solely as nominee for Lehman Brothers Bank, FSB, A Federal Savings Bank, and said Mortgage having been recorded as Document Number 20061117000565220, in the Shelby County, Alabama Records and was last transferred to Nationstar Mortgage LLC.

Deponent further states that Nationstar Mortgage LLC 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 building 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 *NOTE: 2014 Homeowner's Association fee (\$800.00) was NOT paid and was disclosed by me at the onset of this Deed-in-Lieu process*

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 County, Alabama, in which county said property is situated, at which time full legal and equitable title shall best 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 besting of the title shall not operate to affect such a merger if 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.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter and vice versa and the singular number includes the plural and vice versa.


WITNESS

Printed Name: David Munro

"DEPONENT"


John W. Whitten, Jr.

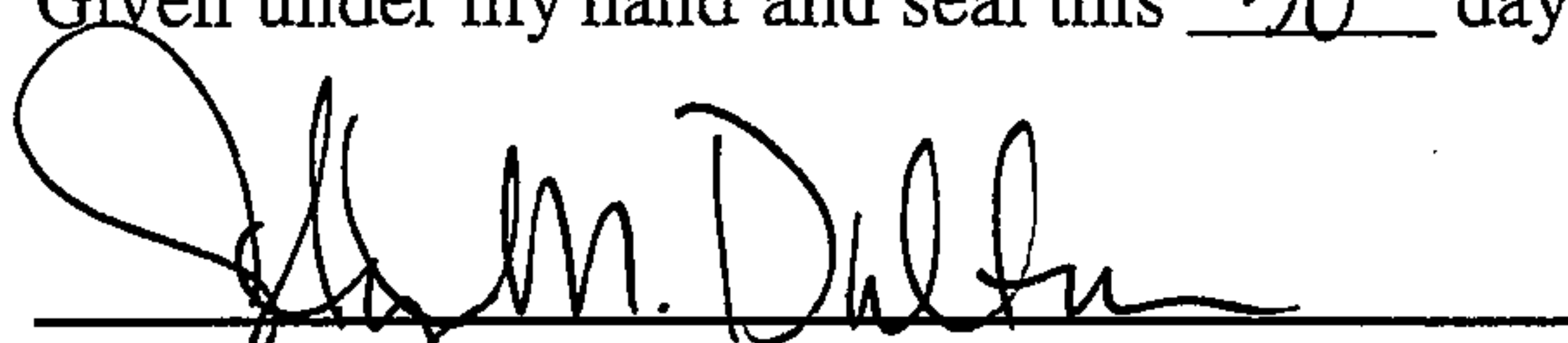
20150126000025490 01/26/2015 09:48:50 AM AFFID 4/4

STATE OF Alabama

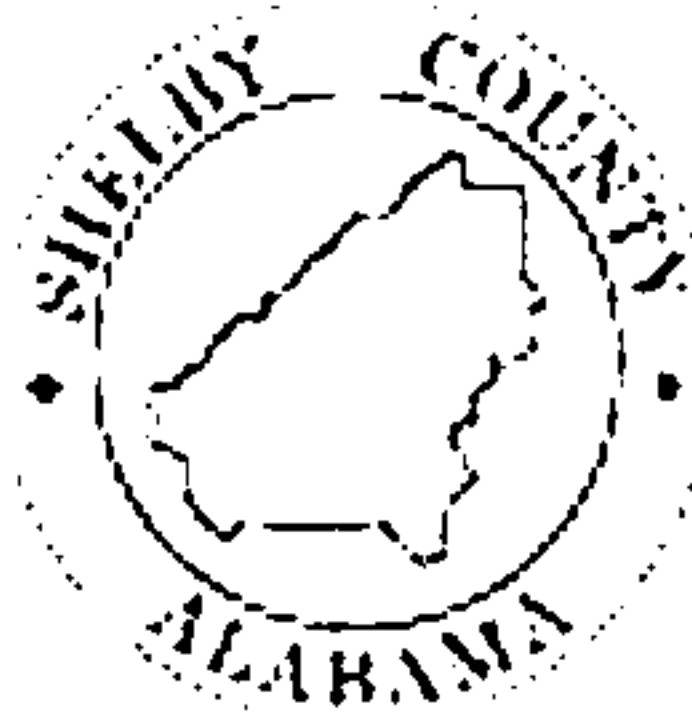
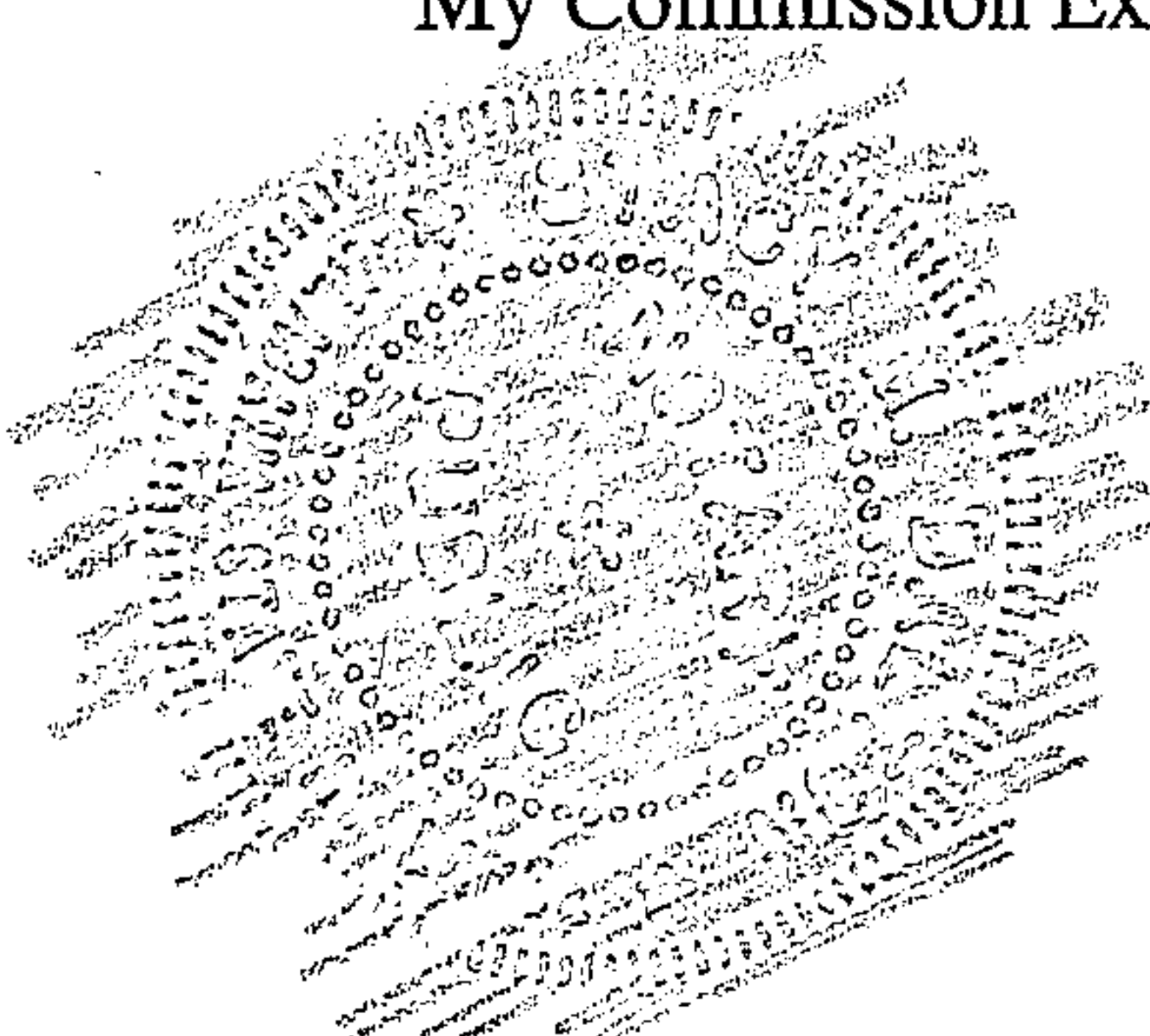
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that John W. Whitten Jr., an unmarried man whose name(s) 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, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 30 day of October, 2014.


NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES NOVEMBER 18, 2014



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/26/2015 09:48:50 AM
\$23.00 CHERRY
20150126000025490

