


PREPARED BY AND RETURN TO:
TITLE DEPARTMENT
RUBIN LUBLIN, LLC
100 Concourse Parkway, Suite 125
Birmingham, AL 35244
(770) 246-3300
FILE NO.: REG-14-05984


20150514000159540 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
05/14/2015 11:05:11 AM FILED/CERT

Note to Clerk: Please cross reference this Affidavit with that certain Security Instrument recorded at Instrument Number 20110503000132630, Shelby County, Alabama records.

Agreement for Deed in Lieu of Foreclosure and Estoppel and Solvency Affidavit

STATE OF Alabama

COUNTY OF Shelby

BEFORE ME, the undersigned notary public, personally appeared, JOHN GARY BEANE AND JAN CONNELL BEANE, as "Deponent", whose post office address is 106 Hidden Springs, Columbiana, AL, 35051, who, having been first duly sworn according to law, represent, warrant, depose and say:

He/She/They have personal knowledge of the matters set forth in this document.

He/She/They are the owners of that certain real property (the "Property") situated in Shelby County, State of Alabama legally described as follows:

LOT 7, ACCORDING TO SURVEY OF HIDDEN SPRINGS, SECTOR 1, AS RECORDED IN MAP BOOK 27, PAGE 69, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Commonly known as: 106 Hidden Springs, Columbiana, AL 35051

Tax Parcel ID (Folio): 21-7-25-4-002-019.000

Deponent has never changed his or her name, nor used any other name other than the following:

Deponent's marital status is: ☒ Married ☐ Single

The Property is (☒) Homestead property of Deponent or his or her spouse or minor children (☐) Investment Property (☐) Other _____

Deponent further states that the Property is the same as that securing a debt evidenced by a Note and security instrument (hereinafter "Mortgage") dated April 25, 2011, given by John Gary Beane, Jan Connell Beane, as Borrower, to Regions Bank d/b/a Regions Mortgage recorded at Instrument Number 20110503000132630, Shelby County, Alabama records, as last assigned to REGIONS BANK D/B/A REGIONS MORTGAGE.

There are no other persons who have ownership interests in the Property other than Deponent.

Deponent further states that at the time of delivery of the Warranty Deed in Lieu, he or she either had no spouse (or prior spouse) entitled to claim the benefit of an existing homestead or that all parties entitled to the benefit of an existing homestead have released his/her/their homestead simultaneously with Deponent's execution of the Warranty Deed in Lieu.

Deponent further states that, at the time the Warranty Deed in Lieu was given to Grantee, 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.

Deponent further states that the following are the only liens against said property to-wit:
Security Instrument recorded at Instrument Number 20110503000132630, Shelby County, Alabama records.

There are no federal tax claims, liens, or penalties assessed against Deponent either individually or in any other capacity, 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.

There are no contracts for sale or unrecorded easements affecting the Property.


There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed on or installed in or on the Property as of this date.

Deponent further states that there are no unpaid monthly assessments, condominium fees, or homeowner's association fees or dues of any kind which remain unpaid.

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 or Deponent except as disclosed herein.

Deponent's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except as noted herein.

Neither Deponent's title to nor possession of the Property has ever been disputed or questioned nor is Deponent aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted herein.


20150514000159540 2/5 \$26.00
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There are no disputes concerning the location of the boundary lines of the Property as of this date, and the Property has adequate ingress and egress from and to a public road.

Deponent further states that all improvements on said property are contained within the boundaries of said described property; that there have been no violations of any restrictions or ordinances which may have been imposed on said property, nor have any detrimental changes been made or any waste then committed as regards to said property.

The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C., Section 9601.

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. Deponent is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

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.

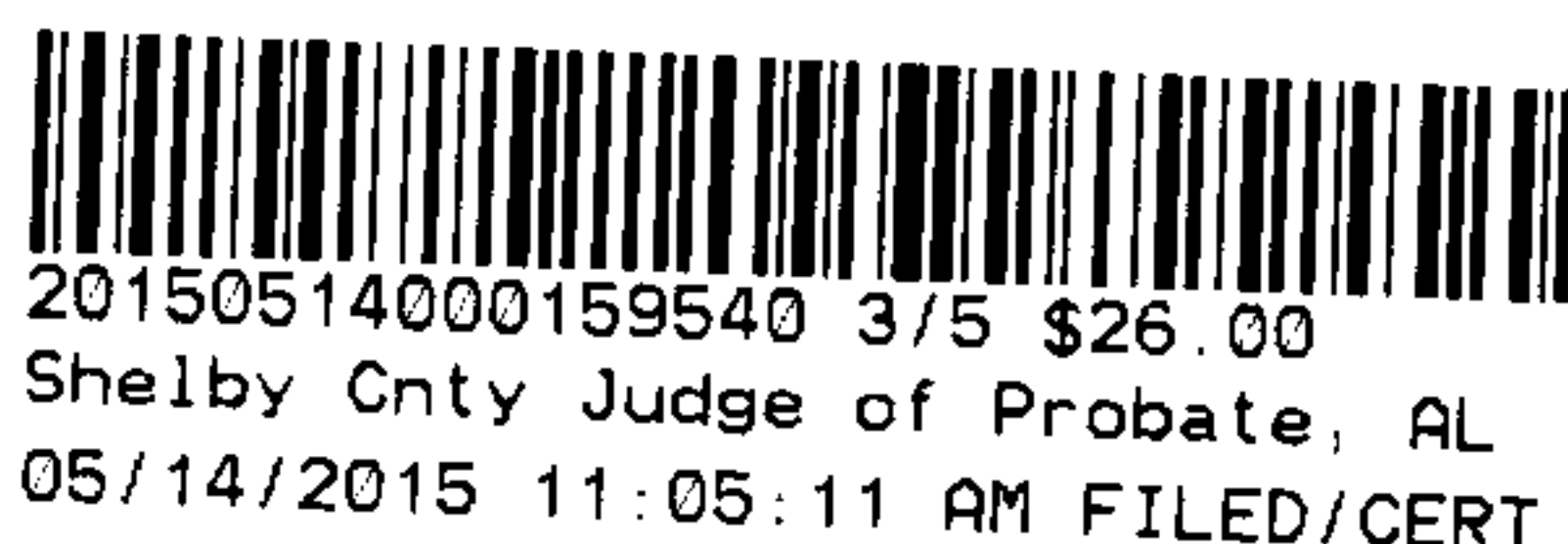
Deponent is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. Deponents are citizens of the United States of America.

The foregoing representations may be relied upon in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Deponent understands that his/her/their certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

That the aforesaid deed of conveyance made by Deponent was executed for good and valuable consideration and in lieu of foreclosure upon the above-described Mortgage encumbering the Property. Deponent acknowledges that the note and Mortgage are in default.

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind.

That the aforesaid deed of conveyance was made by Deponent as the result of



his/her/their request that Grantee accept such deed, and was his/her/their free and voluntary act, and Deponent was not acting under any duress, undue influence, misapprehension or misrepresentation by Grantee or any other representative of Grantee.

That at the time of making said deed Deponent felt and still feels that the Mortgage indebtedness above mentioned represents at least the fair value of the property so deeded; that said deed was not given as a preference against other creditors of the Deponents.

That the aforesaid deed of conveyance made by Deponent was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien or to extinguish the terms of this agreement, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, after approval of title by Grantee. The receipt or acceptance of said deed aforesaid shall in no way restrict the right of Grantee, or the right of its agents or successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable.


The doctrine of equitable conversion shall not apply to the transactions contemplated by the Warranty Deed in Lieu, and Deponent shall bear all risk of loss on the Property until Grantee accepts delivery of such deed. Deponent shall not cancel any hazard insurance policies on the Property until Grantee accepts delivery of such deed.

In the event that Deponent has not surrendered possession of the Property to Grantee or does not surrender possession, Deponent acknowledges that he/she/they is/are occupying the Property as a tenant at sufferance and that Grantee is entitled to a writ of possession for the premises.

This instrument is made for the protection and benefit of the aforesaid Grantee its agents, successors and/or assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

That Deponent(s), and each of them, 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.

By acceptance and recording of the Warranty Deed in Lieu and this instrument, Grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Deponent(s) on the obligations which are secured by the Mortgage described herein, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that Mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Deponent(s), their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Deponent attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.


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The terms herein shall survive the deed in lieu transaction, and if any provision herein is deemed invalid by a court of law or equity, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Agreement for Deed in Lieu of Foreclosure and Estoppel and Solvency Affidavit on this 1 day of

April, 2015

Jan Connell Beane
Jan Connell Beane
John Gary Beane
John Gary Beane

Sworn to and Subscribed before me, and I Nichelle Leigh Smith hereby certify that JOHN GARY BEANE AND JAN CONNELL BEANE whose name is signed to the foregoing conveyance, and who is 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

1st

day of

April, 2015.

Nichelle Leigh Smith
Notary Public
My Commission Expires: 9.23.18

(Notary Seal)



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