

Recording Requested by and After Recording Return to: Vendor Connect LLC 4201 FN 1960 Suite 310 Houston, TX 77069

## ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this// day of December 20 15, by Gloria Jean
Payne, unmarried (referred to as "Grantor", whether one or more) state as follows:
That Gloria Jean Payne (Single) did on April 5, 2011, execute and deliver a certain promissory note (the "Note") in the principal sum of 217,500.00 and secured by a mortgage (the "Mortgage") dated April 14.
2011, and recorded in the Recorder's Office of Shelby County, Alabama, on April 14, 2011, Instrument
No. 20110414000115840. And assigned to Reverse Mortgage Solutions, Inc., dated December 17, 2015, and recorded 12-30/15 in 20151230004, said Shelby
County covering the real estate legally described as follows:

Situated in Shelby County, Alabama.

Lot 97-A, according to the survey of Daventry amended plat of Sector II as recorded in Map Book 27, Page 75, in the Probate Office of Shelby County, Alabama.

Being the same property conveyed to Louie E. Payne, Jr. and Gloria Jean Payne, husband and wife by Corporation Joint Survivorship Deed, from Professional Homebuilders, Inc., a corporation, dated November 16, 2001 and recorded November 20, 2001 in Instrument No. 2001-50173, said Probate Court, Shelby County, Alabama.

That Gloria Jean Payne has defaulted in the payments due on the Note upon which the principal amount 217,500.00 is at present due and outstanding and is unable to meet the obligations of the Note and Mortgage.

The Grantor is the identical party who made, executed, and delivered a deed (the "Deed") conveying the Property to Reverse Mortgage Solutions, Inc.. The Grantor acknowledge, agree, and certify that the Deed was an absolute conveyance of the Grantor's rights, title, and interest in and to the Property, together with all buildings and appurtenances belonging and appertaining, and with release of all dower and homestead rights in and to the Property. The Grantor also convey, transfer, and assign their rights of possession, rentals, and equity of redemption in the Property.

The value of the Property is not in excess of the amount of the indebtedness outstanding and this Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of the Grantor. The Deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by the Deed shall be and is intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors' equity of redemption, and with full release of all Grantor's rights, title, and interest of every character in and to the Property. Never the less, Grantee covenants and agrees not to seek deficiency judgments or any other form of personal liability against the Grantor with respect to the indebtedness. Grantor represents no other.

This affidavit has been made for the protection and benefit of the Grantee in the Deed, its successors and assigns, and all other parties dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executives, administrators, and assigns of the undersigned. Obligations owed on subject Property.

The Grantor will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may be hereafter instituted, to the truth of the particular facts set forth above.

20151230000443960 2/3 \$20 00 Shelby Cnty Judge of Probate, AL

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## ACKNOWLEDGMENT

State of Alabama
County of JPFFERDON
On this <u>Il-G December 2015</u> , before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared Gloria Jean Payne, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person (or persons).
SWORN TO AND SUBSCRIBED before me on this // December 30/1 by Gloria Jean
Payne.
Notary Public Printed Name: Patsy J. Cothren My Commission expires: 2-12-2016 (Scal)  NOTARY PUBLIC PATSY J. COTHREN ALABAMA, STATE AT LARGE
20151230000443960 3/3 \$20.00 20151290000443960 of Probate, AL Shelby Cnty Judge of Probate, 12/30/2015 02:25:26 PM FILED/CERT