20160526000180980 05/26/2016 02:23:17 PM AFFID 1/6

After Recording Return To:

VISIONET SYSTEMS INC 183 INDUSTRY DRIVE PITTSBURGH PA 15275 This Document Prepared By:

RUTH RUHL, P.C.
Ruth Ruhl, Esquire
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

Loan No.: 627259609 Investor No.: 398800243

# ESTOPPEL AFFIDAVIT

State of	Alabana	§			
County of	Alabaner Shelby	§ §			
THE UNDE	RSIGNED, Robert K	evin Wildsmith and Rel	becca Wildsmith, hu	usband and wife	
					, ("Borrower")
after having	been first duly sworn,	, upon oath, state and af	firm the following t	o-wit:	
1. Tha	at on November 21st,	, 2006		, for good and valuab	ole consideration
	•	elivered a certain Prog K/A Homecomings Fina	• · · · · · · · · · · · · · · · · · · ·		to the order of
•					, ("Lender"),
in the origina	al principal amount of	\$89,600.00 , to	gether with interest	thereon at the rate set f	forth in said
instrument.	The Note was duly sec	cured by a Mortgage, Do	eed of Trust or Deed	d to Secure Debt (the "	Security
Instrument")	) of even date therewit	th being recorded on De	cember 19th, 2006,	as Instrument No.	
2006121900	0616930, Mortgage B	Book N/A, Page N/A in t	the real estate record	ds, in the Probate Offic	e of Shelby

ASSIGNMENT CHAIN ATTACHED AS EXHIBIT "B" IF APPLICABLE

County, Alabama.

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Loan No.: 627259609 Investor No.: 398800243

Property more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 152 Rocky Ridge Rd, Helena, Alabama 35080 TAX ID: 13-8-28-1-004-014.000

The Borrower is currently in default in the making of payments due on the Note and does not currently have the financial capability of curing such default.

- 2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain Warranty Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Lender or its designee.
- 3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report from Stewart Title Guaranty Company, effective date of September 30th, 2015 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property.
- 4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Security Instrument, and from all security agreements, financing statements, and claims and demands with respect to the Property.
- 5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower.
- 6. That the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire; but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Borrower's equity of redemption, and with full release of all of Borrower's right, title and interest of every character and nature in and to the Property and improvements thereon.
- 7. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.
- 8. That notwithstanding the Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.

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Loan No.: 627259609 Investor No.: 398800243

ALABAMA ESTOPPEL AFFIDAVIT

- 9. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Lender and the Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.
- 10. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.
- 11. That the Borrower upon request from the Lender, 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.
- 12. That the Borrower has vacated the Property, the Property is broom clean; that to the best of Borrower's knowledge, the Property is free of harmful mold; that all utilities, and Home Owner Association dues, fees and/or assessments, if any, are paid in full through the date of execution of the Deed in favor of Lender; and, that Borrower has been advised to consult a tax consultant/advisor to discuss any tax consequences that could result from the Deed.
- 13. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

Deed and shall not merge therein.	
DATED this 26 day of February	<u>~ 7 _ , Zií 4.</u>
Date de la constant d	Pelom Wilde
Robert Kevin Wildsmith -Borrower	Rebecca Wildsmith -Borrower
-Borrower	-Borrowei
ACKNOW	LEDGMENT
State of Alabama §	
County of Seffers §	
Robert Kevin Wildsmith and Rebecca Wildsmith whose name is/are signed to the foregoing conveyance, at this day that, being informed of the contents of the convey day the same bears date.  Given under my hand this day of February	nd who is/are known to me, acknowledged before me on yance, he/she/they executed the same voluntarily on the
(Seal)	Notary Signature
	Printed Name
PATRILE STALLWORTH MY COMMISSION EXPIRES JANUARY 15, 2017	Notary Public Style of Officer

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## CONDITIONAL DELIVERY OF DEED

(to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal Home Loan Mortgage Corporation

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable

title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said

premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right

to reject said Deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 26 day of following the following states of the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 26 day of following the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Robert Kevin Wildsmith -Grantor Rebecca Wildsmith -Grantor

-Grantor

-Grantor

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#### **EXHIBIT A**

ALL THAT PARCEL OF LAND IN COUNTY OF SHELBY, STATE OF ALABAMA AS MORE FULLY DESCRIBED IN INSTRUMENT NO. 20061219000616920 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 14, ACCORDING TO THE SURVEY OF ROCKY RIDGE TOWNHOMES, PHASE ONE, AS RECORDED IN MAP BOOK 22, PAGE 132, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO ROBERT KEVIN WILDSMITH FROM MICHELLE GREEN NIVENS F/K/A MICHELLE GREENE, A MARRIED WOMAN AND WILLIAM GREENE, A SINGLE MAN, BY WARRANTY DEED DATED NOVEMBER 21, 2006, AND RECORDED DECEMBER 19, 2006, IN INSTRUMENT NO. 20061219000616920, AMONG THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

APN: 13-8-28-1-004-014.000

For Informational Purposes Only: Property Address: 152 Rocky Ridge Road, Helena, AL-35080

# 20160526000180980 05/26/2016 02:23:17 PM AFFID 6/6 EXHIBIT "B" - ASSIGNMENT CHAIN

Said Mortgage was assigned as follows:

(1) To Nationstar Mortgage, LLC

by assignment dated N/A , and recorded on N/A in Book N/A

Page N/A , Instrument No. N/A in the Probate Office of Shelby

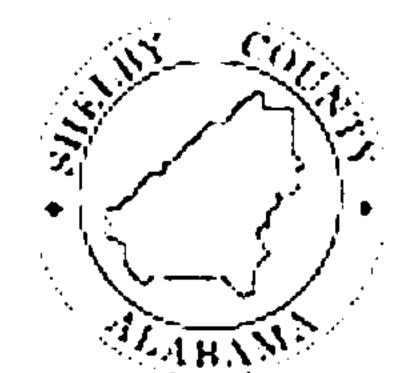
County, Alabama.

(2) To Federal Home Loan Mortgage Corporation

by assignment dated N/A , and recorded on N/A in Book N/A Page N/A , Instrument No. N/A in the Probate Office of Shelby County, Alabama.

(3) To N/A

by assignment dated N/A , and recorded on N/A in Book N/A
Page N/A , Instrument No. N/A in the Probate Office of Shelby
County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/26/2016 02:23:17 PM
\$29.00 DEBBIE
20160526000180980