

20170330000106210 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
03/30/2017 10:03:58 AM FILED/CERT

PREPARED BY: KEITH EADY
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**CROSS REFERENCE: INSTRUMENT
NO. 20080513000195550 SHELBY
COUNTY, AL RECORDS**

Grantor: DEBRA NELSON CUMMINGS –
Executrix of the Estate of Nancy H. Eubanks and
Trustee of the Nancy H. Eubanks Living Trust dated October 5, 2007
348 CHESSER LOOP CIRCLE
CHELSEA, AL 35043
PHONE: 205-220-6203

Grantee: FEDERAL NATIONAL MORTGAGE ASSOCIATION
14221 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: 888-317-3094

OWNER'S AFFIDAVIT

STATE OF Alabama
COUNTY OF Shelby

Personally appeared before me, the undersigned attesting officer, between **DEBRA NELSON CUMMINGS, as Executrix of the Estate of Nancy H. Eubanks and as Trustee of the Nancy H. Eubanks Living Trust dated October 5, 2007**, who on oath, deposes and states that he/she is the owner of that certain real property, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF BY REFERENCE

Deponent further states that the above-described property is the same as that securing a debt evidenced by a Note and Mortgage dated May 8, 2008, in the amount of \$170,100.00, given by NANCY H. EUBANKS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR SUPERIOR BANK, ITS SUCCESSORS AND ASSIGNS, recorded May 13, 2008 in Instrument No. 20080513000195550, Shelby County, Alabama Probate Court, said Mortgage, as last transferred by assignment to Federal National Mortgage Association, recorded November 26, 2013 in Instrument No. 20131126000462620, Shelby County, Alabama Probate Court.

Deponent further states that **FEDERAL NATIONAL MORTGAGE ASSOCIATION** 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 buildings 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

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

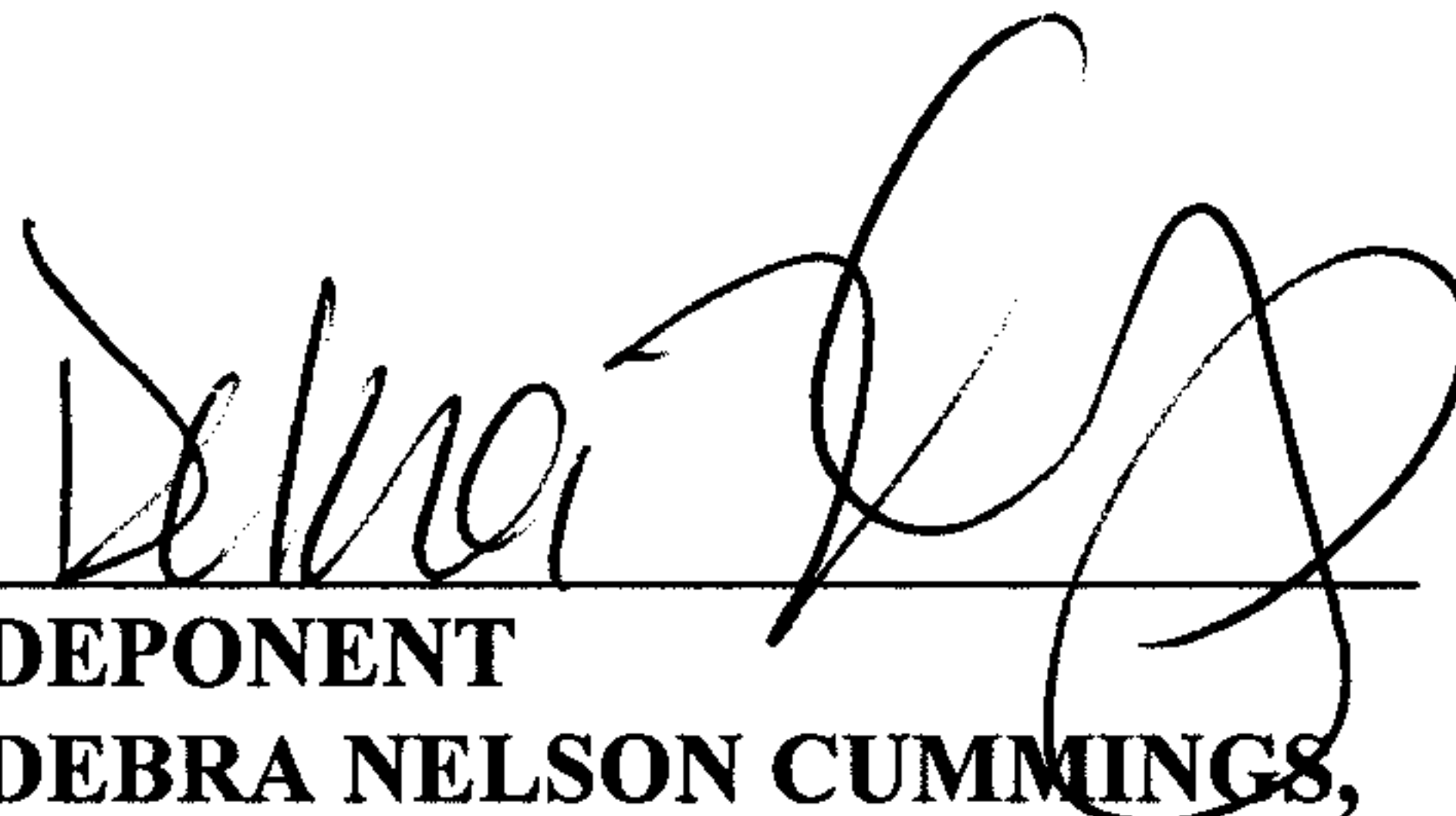
*****It is expressly understood by the parties that each party shall bear its own costs in connection with the Dispute, Litigation, the Modification and this Agreement; and the parties waive and release any claims they otherwise have or may have had to such costs and attorney's fees.*****

Please note The borrower agrees that Federal National Mortgage Association keeps any hazard claim proceeds or interest accrued on those proceeds as a part of the Deed in Lieu transaction (as opposed to disbursing those hazard claim proceeds to the borrower).

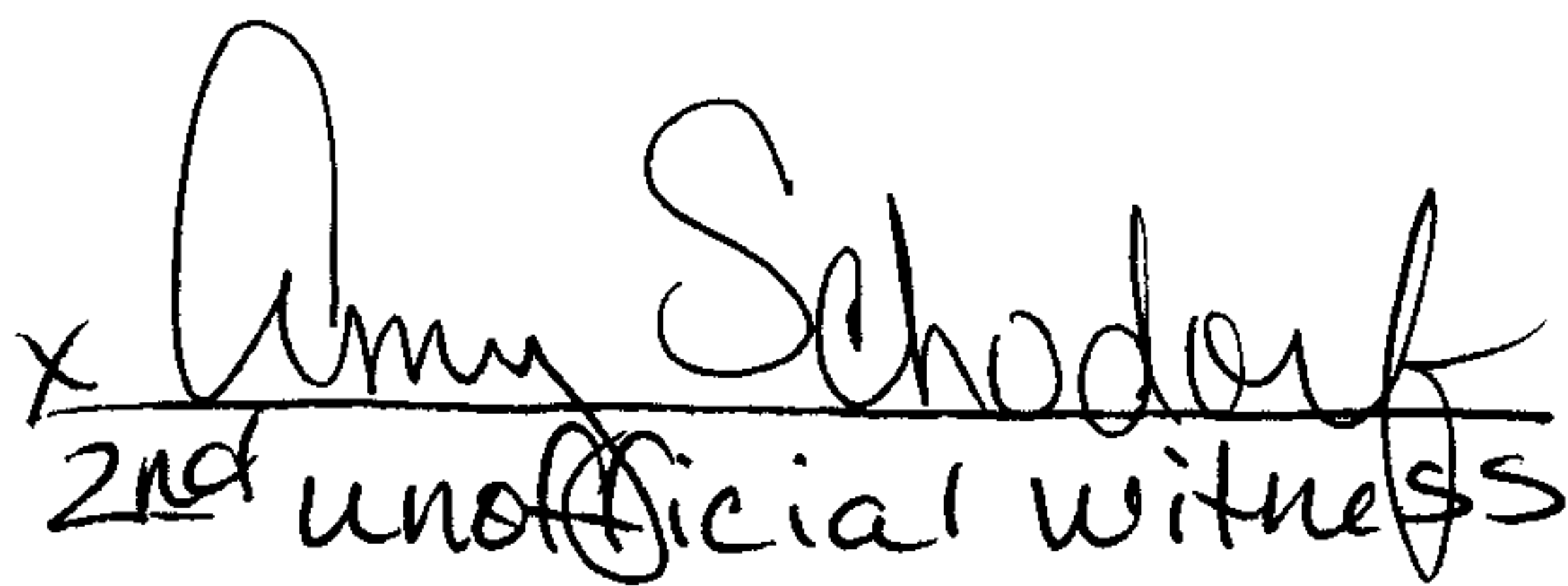
This Affidavit is made for the protection and benefit of the aforesaid Grantee as nominee for its successors and/or assigns, and all other parties hereafter dealing with, or who may acquire, any interest in the property as described in aforesaid Deed in Lieu of Foreclosure, as well as for the attorneys 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.


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Signed, sealed and delivered in the presence of:



DEPONENT
DEBRA NELSON CUMMINGS,
Executrix of the Estate of Nancy H.
Eubanks and Trustee of the Nancy
H. Eubanks Living Trust dated
October 5, 2007

x 
2nd unofficial witness



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STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **DEBRA NELSON CUMMINGS, Executrix of the Estate of Nancy H. Eubanks and Trustee of the Nancy H. Eubanks Living Trust dated October 5, 2007**, whose name is signed to the foregoing instrument and who are known to me, who acknowledged before me this date that being informed of the contents thereof, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 10 day of
February 2017



NOTARY PUBLIC

My Commission expires:

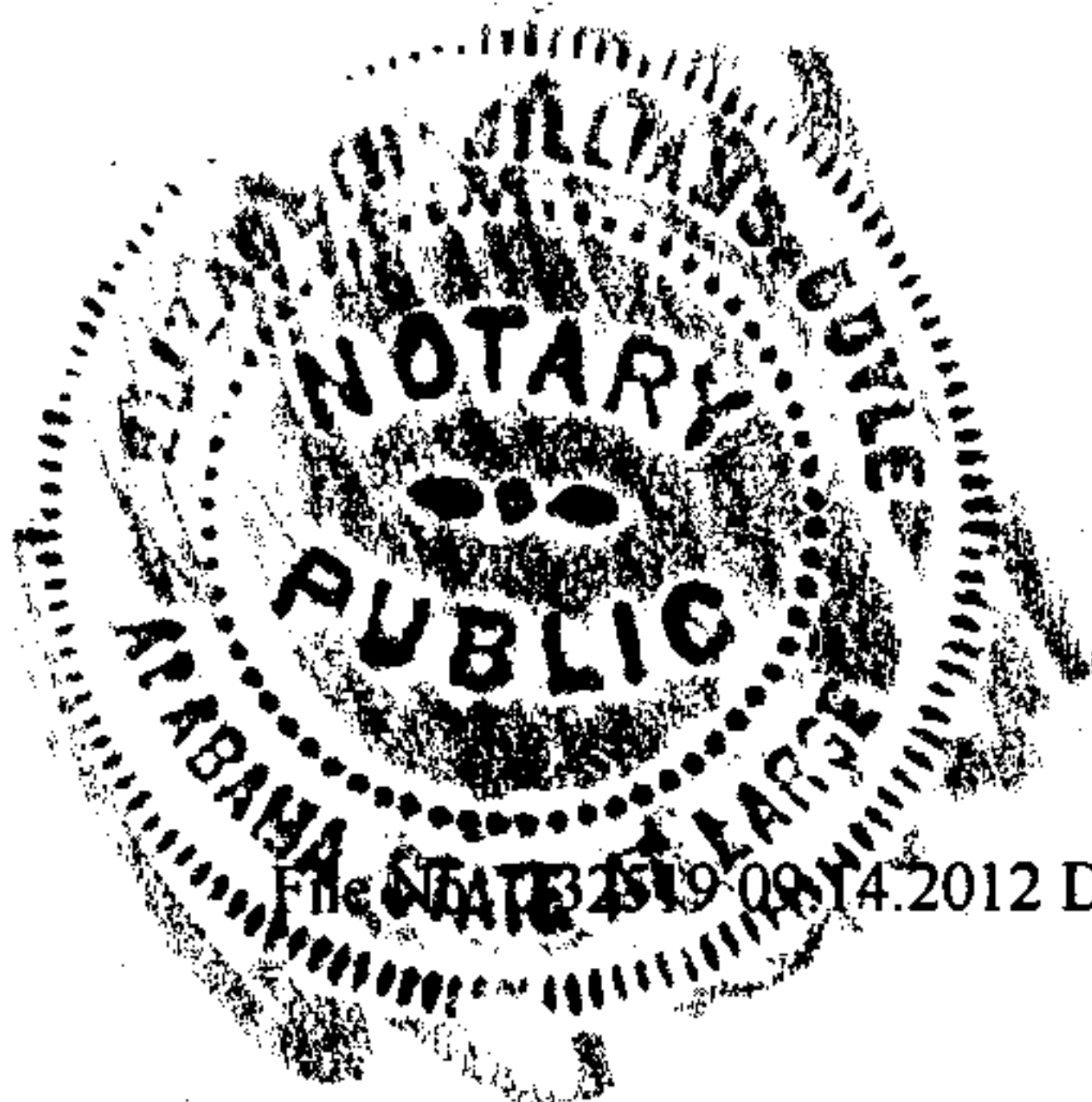
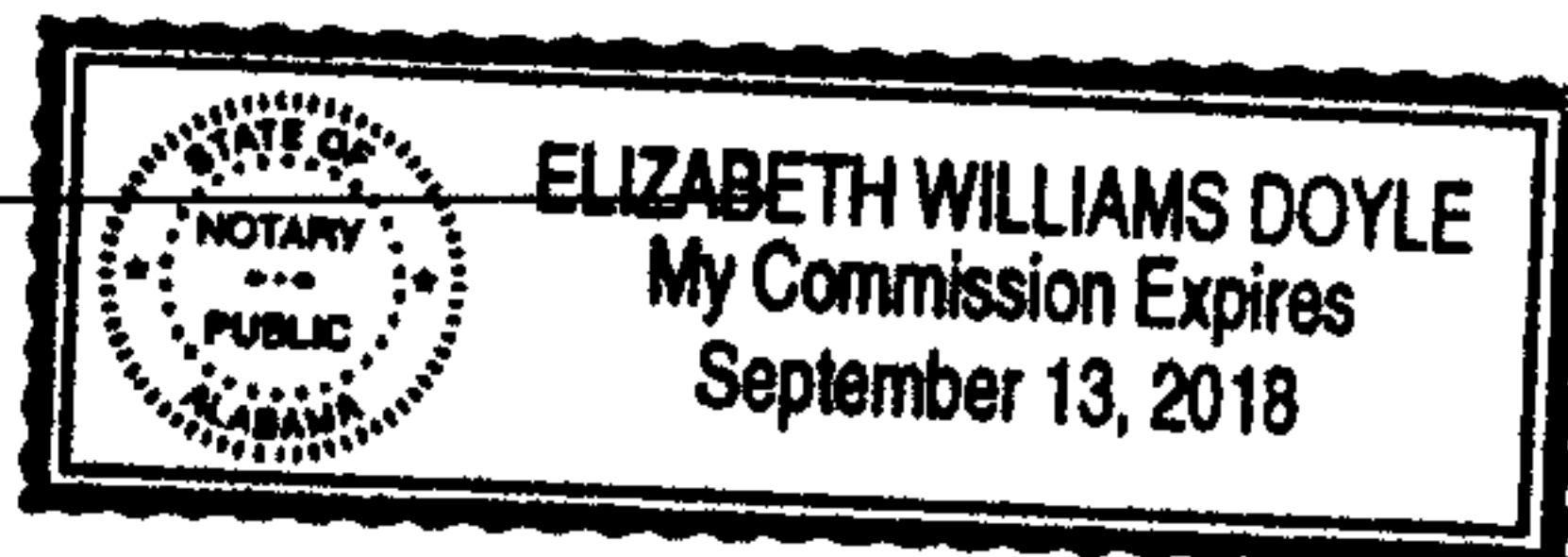


EXHIBIT "A"

LOT 114, ACCORDING TO THE AMENDED MAP OF COTTAGES AT CHESSER, PHASE II, AS RECORDED IN MAP BOOK 38, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN COTTAGES AT CHESSER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 20040511000248910, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

FOR INFORMATIONAL PURPOSES ONLY PROPERTY ADDRESS: 348 CHESSER LOOP CIRCLE, CHELSEA, AL 35043.

Tax Id#: 09-08-27-0-006-020.000

