

20170518000174070  
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AFFID 1/2

STATE OF ALABAMA        }  
                                  :  
COUNTY OF SHELBY        }

**AFFIDAVIT**

Dustin Starkey, being first duly sworn, does depose and say: I, Dustin Starkey, am the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure ("Deed") to Alabama Housing Finance Authority, an Alabama Public Corporation, ("Grantee"), dated the 2nd day of May, 2017, conveying the following described properties, to-wit:

Lot 167, according to the plat of Old Ivy Subdivision, Phase I, being a resurvey of portions of Lots 22-32 Tract Fifty One Subdivision, Parcel "B", recorded in Map Book 11, Page 26, all situated in the Southwest 1/4 of Section 14 and the Northwest 1/4 of Section 23, Township 22 South, Range 2 West, in the Office of the Judge of Probate of Shelby County, Alabama, as recorded in Map Book 35, Pages 43a and 43b, and as amended in the Amended Map of Old Ivy Subdivision, Phase I, recorded in Map Book 36, Pages 5a and 5b, in the Office of the Judge of Probate of Shelby County, Alabama.

That the aforesaid Deed was intended to be and was an absolute conveyance of the title to said premises to the Grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said Deed to convey, and by said Deed the affiant did convey to the Grantee therein all his right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee.

That in the execution and delivery of said Deed affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress.

That aforesaid Deed was not given as a preference against any other creditors of affiant; that at the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named interested, either directly or indirectly in said premises; that affiant is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that affiant is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said Deed.

That the consideration for said Deed was and is payment to affiant of the sum of Ten and No/100 Dollars (\$10.00) by Grantee, and the full cancellation of all debts, obligations, costs, and charges secured by that certain mortgage heretofore existing on said property executed by Dustin Starkey and Tamara M. Caudle to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First American Bank, and Lender's successors and assigns), as follows:

Mortgage dated the 21st day of February, 2007, to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First American Bank, and Lender's successors and assigns), on land in Shelby County, Alabama, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20070306000101740; said Mortgage having subsequently been transferred and assigned by Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First American Bank, and Lender's successors and assigns), to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated February 23, 2017 and recorded in said Probate Office as Instrument Number 20170223000064400.

That at the time of making said Deed affiant believed and now believes that the aforesaid consideration therefore represents that fair value of the property so deeded.

This affidavit is made for the protection and benefit of the Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant, 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.

Grantee may assign this affidavit in whole or in part to any other person or entity without obtaining the consent of affiant.

**[EXECUTION AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGE]**

WITNESS:

Teresa Wright

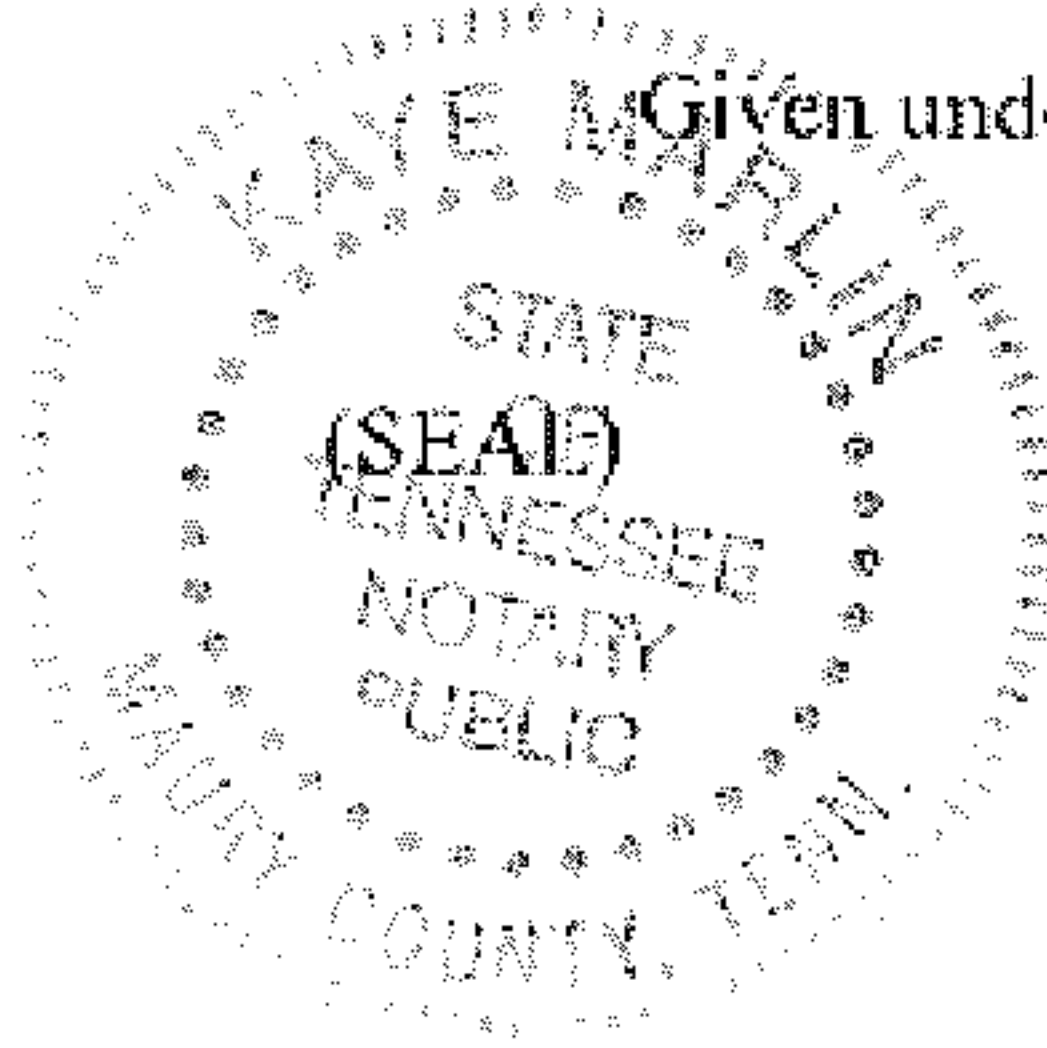
AFFIANT:

Dustin Starkey (L.S.)  
DUSTIN STARKEY

STATE OF Tennessee )

COUNTY OF Maury )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dustin Starkey, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

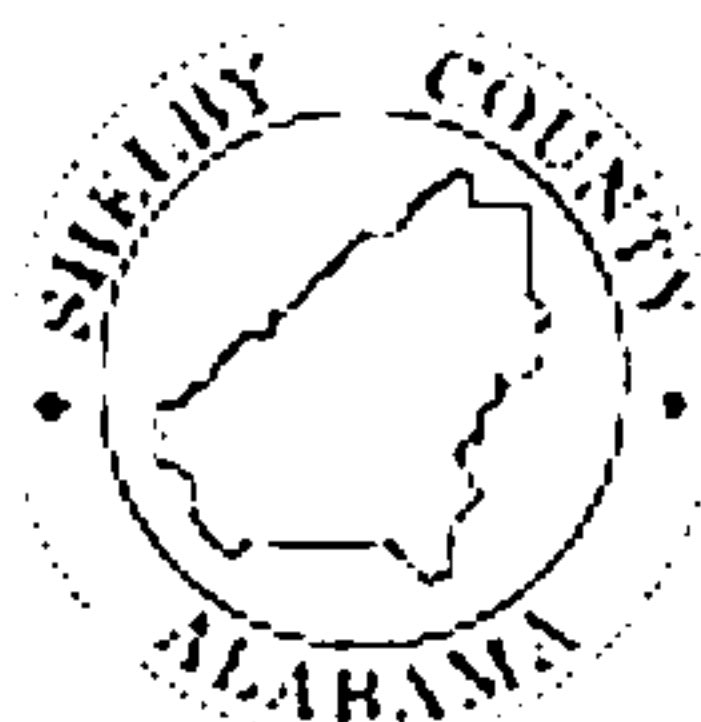


Given under my hand this the 2nd day of May, 2017.

Kaye Marlin  
Notary Public  
My commission expires: May 24, 2017

This instrument was prepared by:  
Kimberly C. Waldrop, Esq.  
Sasser, Sefton & Brown, P.C.  
Post Office Box 4539  
Montgomery, Alabama 36103-4539  
Our File No.: DIL 49696.2339 Dustin Starkey and Tamara M. Caudle

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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
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\$18.00 CHERRY  
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James W. Fuhrmeister