

20170807000283800
08/07/2017 09:59:24 AM
AFFID 1/5

Recording Requested By:
Shelton, Harrison, & Pinson, LLC
Parcel Identification Number: 13-1-11-004-003-003.000

Return To:
Shelton, Harrison, & Pinson, LLC
701 Highlander Blvd., Ste. 270
Arlington, Texas 76015

This Document Prepared By:
Nicholas P. Edwards, Esq.
Shelton, Harrison, & Pinson, LLC
701 Highlander Blvd., Ste. 270
Arlington, Texas 76015

Space Above This Line for Recorder's Use

ESTOPPEL AFFIDAVIT

BEFORE ME, the undersigned notary public, personally appeared **DONNA KAY COOPER**, who having been first duly sworn according to law, represents, warrants, deposes and says:

"1. My name is **DONNA KAY COOPER** and I am competent to make this affidavit. The facts stated in this affidavit are within my knowledge and are true and correct.

"2. I am making this affidavit pursuant to the Agreement for Deed in Lieu of Foreclosure, dated _____, by and between **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST A**, whose address is 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806 (800)561-4567, Its Successors and/or Assigns, Mortgagee, and me.

"3. This affidavit is made to induce Mortgagee to enter and close under the terms of the Agreement, and I recognize that Mortgagee will rely on this affidavit, and that if it were not for the truth and accuracy of the statements and agreements set forth herein, Mortgagee would not close the transactions contemplated by the Agreement, including without limitation the acceptance of the Warranty Deed pursuant to the Agreement.

"4. That the aforesaid deed of conveyance was made by Affiant as the result of their request that the Grantee accept such deed, and was their free and voluntary act; that at the time of making said deed Affiant felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against 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 interested, either directly or indirectly, in said premises; that Affiant is solvent and has no other creditors whose right would be prejudiced by such conveyance, and that Affiant is not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that Affiant in offering to execute the aforesaid deed to the Grantee, and in executing same, was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, the agent or attorney or any other representative of the Grantee, and that it was the intention of Affiant as grantors in said deed to convey and by said deed Affiant did convey to the Grantee all their right,

title, and interest absolutely in and to the premises described in said deed.

“5. I am the legal and beneficial owner of fee simple title to the Property, legally described as follows:

See attached Exhibit “A” for Legal Description

“6. The Property is free and clear of all liens, security interests, and encumbrances of any nature, except for the permitted encumbrances authorized by the Agreement, and (a) no action has been taken or permitted by or on behalf of me that would cause or establish the priority of any mechanic’s or materialman’s lien or other lien or encumbrance on any part of the Property, and (b) I have not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agrees to provide labor, services, or materials on or for my Property or that may affect the Property.

“7. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.

“8. There are no other persons who have an ownership interest in the Property other than me.

“9. I am 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. The Owners is a citizens of the United States of America.

“10. The Affiant's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except that the Property is leased by Affiant as follows:

TENANT

DATE OF LEASE

None

“11. Neither my title to nor possession of the Property have ever been disputed or questioned nor is the Affiant 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 above.

“12. There are no disputes concerning the location of the boundary lines of the Property as of this date.

“13. There are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of Shelby County, Alabama or any other courts, as of this date, nor has an assignment for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Affiant is not insolvent as that term is defined in the Bankruptcy Code, nor is Affiant contemplating filing Bankruptcy within ninety days hereof.

“14. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.

“15. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.

“16. Affiant has paid in full all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

“17. All utilities necessary for the use for the Property set forth above are in place.

“18. That Affiant, **DONNA KAY COOPER**, is **MARRIED**.

“19. The Purchaser of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Affiant understands that his 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.

“20. 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.

“21. I have not entered into any agreements of any nature relating to or affecting the Property since the date of the Agreement, without the prior written consent of the Mortgagee. 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

“22. I have not conveyed or removed, nor permitted the conveyance or removal of, from the Property or from its present location, any of the personal property or intangible properties, if any, being conveyed under the Agreement.

“23. I recognize that the Liens under the Loan Documents, including without limitation the Mortgage, are not intended to and will not merge with the title to the Property granted to Mortgagee under the Warranty Deed executed by me and delivered pursuant to the Agreement and that the priority of the Liens will remain in full force and effect, notwithstanding the release of me from all liability for the indebtedness and obligations under the Note and Mortgage.

“24. The Warranty Deed is an absolute conveyance of the Property to Mortgagee, and

all of my rights to the Property, including without limitation the right to reclaim the legal or beneficial title to the Property after payment of the Note, is conveyed to Mortgagee by virtue of the Warranty Deed.

"25. I have reviewed the Agreement and the Warranty Deed and acknowledge that I understand fully the terms of this Agreement and the Warranty Deed and the consequences of the issuance of the Agreement and Warranty Deed. Further, I acknowledge that I have been afforded an opportunity to have this Agreement and the Warranty Deed, including this affidavit, reviewed by any attorney or other person of my choosing.

"26. The information furnished to Mortgagee pursuant to the Agreement is true and correct.

"I recognize that Lender will rely on this affidavit and the accuracy of the matters set forth herein, and I execute this affidavit on 7-7-17."

FURTHER AFFIANT SAYETH NOT.

Donna Kay Cooper
DONNA KAY COOPER
Affiant

STATE OF: Alabama

COUNTY OF: Chilton

The foregoing instrument was subscribed and sworn before me on this 7th day of July, 2017 by **DONNA KAY COOPER**, whose name is signed to the foregoing affidavit, and who is personally known to me or has provided a Driver's License as identification.

Given under my hand this 7th day of July, 2017.

Sofia Gonzalez
Notary Public

Sofia Gonzalez
Printed Name

Commission Number:

My Commission Expires: 1-22-20

(Notary Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the NW ¼ of the SE ¼ of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NE corner of said quarter-quarter and run Southerly along the East side of said quarter-quarter for 506 feet, thence turn an angle of 90 degrees 04 minutes 27 seconds to the right and run 260.936 feet to the point of beginning. Then turn an angle of 35 degrees 47 minutes 59 seconds to the left and run 144.95 feet, then turn an angle of 38 degrees 12 minutes 00 seconds to the left and run 117.5 feet, then turn an angle of 101 degrees 26 minutes 00 seconds to the left and run 158.49 feet, then turn an angle of 96 degrees 44 minutes 00 seconds to the left and run 210.507 feet back to the point of beginning.

An Easement for Ingress/Egress, from the Right-of-Way of Bearden Road, along Cooper Drive to subject parcel, being more particularly described as follows:

Commence at the NE Corner of the NW 1/4 of the SE 1/4 of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama; thence S00°00'00"E, a distance of 506.00'; thence S89°55'33"E, a distance of 260.94' to the POINT OF BEGINNING OF SAID EASEMENT; thence S54°16'28"W, a distance of 144.95'; thence N16°04'28"E, a distance of 50.38'; thence N51°27'41"E, a distance of 71.22' to a curve to the right, having a radius of 225.00, a central angle of 44°34'44", and subtended by a chord which bears N73°45'03"E, and a chord distance of 170.68'; thence along the arc of said curve, a distance of 175.06'; thence S83°57'35"E, a distance of 62.53' to a curve to the left, having a radius of 355.00, a central angle of 13°29'50", and subtended by a chord which bears N89°17'30"E, and a chord distance of 83.43'; thence along the arc of said curve, a distance of 83.63' to the Westerly R.O.W. line of Bearden Road, 100' R.O.W.; thence S31°31'16"E and along said R.O.W. line, a distance of 22.01' to a non-tangent curve to the right, having a radius of 375.00, a central angle of 14°51'17", and subtended by a chord which bears S88°36'47"W, and a chord distance of 96.95'; thence along the arc of said curve and leaving said R.O.W. line, a distance of 97.22'; thence N83°57'35"W, a distance of 62.53' to a curve to the left, having a radius of 205.00, a central angle of 32°55'49", and subtended by a chord which bears S79°34'31"W, and a chord distance of 116.21'; thence along the arc of said curve, a distance of 117.82'; thence S02°06'48"E, a distance of 14.99' to the POINT OF BEGINNING OF SAID EASEMENT as per Easement Survey prepared by Rodney Shiflett, RPLS # 21784, dated August 19, 2016, Job No. 16353.

Said Easement containing 0.23 acres, more or less.

NOTE:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/07/2017 09:59:24 AM
S27.00 CHERRY
20170807000283800

A handwritten signature in dark ink, likely of the County Clerk, is written over the bottom right of the official record text.