

STATE OF ALABAMA            )  
  
COUNTY OF SHELBY         )

**Deed In Lieu of Foreclosure Affidavit and Estoppel Agreement**

I, Benjamin W. George, an unmarried widower, being duly sworn, hereby depose and say:

That we, the undersigned Affiants, made, executed, and delivered that certain Deed in Lieu of Foreclosure (the "Deed") to Federal National Mortgage Association ("Fannie Mae"), conveying the following described property, known as 1973 Riva Ridge Rd., Helena, AL 35080, more particularly described as follows:

Lot 17, according to the survey of Dearing Downs, Ninth Addition, Phase III, as recorded in Map Book 15, Page 41, in the Probate Office of Shelby County, Alabama.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Fannie Mae, 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 Affiant did convey to Grantee therein all of his/her/their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to 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 the Deed was not given as a fraudulent transfer or 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 Grantee who have an interest, 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 mortgage or other security whereby any lien has been created or exists against the premises described in said Deed.

Unless otherwise agreed to in writing by the parties hereto, Affiant understands and agrees to remove all personal property prior to vacating said premises. Any personal property abandoned in or on the premises after the date of this agreement shall be considered the property of Fannie Mae, their agents and/or successors and assigns, to dispose of as they deem necessary. Affiant agrees to hold harmless Fannie Mae and its servicers, representatives, agents, vendors, attorneys, Officers, Directors, employees, successors and assigns from any claim or liability, loss, cost, or expense, including reasonable attorney's fees, for any and all personal property left in the Property at 1973 Riva Ridge Rd., Helena, AL 35080, after the property has been re-keyed and secured.

That the consideration for said Deed was and is the full cancellation of all debts, obligations, costs, and charges secured by that certain mortgage heretofore executed in favor of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., dated the 27th day of October, 2006, recorded in Instrument Number 20061103000542090, in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Bank of America N.A. successor by merger to BAC Home Loan Servicing LP, fka Countrywide Home Loans Servicing LP by instrument recorded in Instrument Number 20120831000330130, in the aforesaid Probate Office; said mortgage subsequently transferred and assigned to Green Tree Servicing, LLC by instrument recorded in Instrument Number 20130815000332710, in the aforesaid Probate Office. At the time of making said deed in lieu of

foreclosure Affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of Fannie Mae and its successors and assigns, Ditech and its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and for the benefit of Fidelity National Title Insurance Company which is about to insure the title to the Property in reliance thereon, and any other title insurance company which may hereafter insure the title to said property.

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.

{SIGNATURE PAGE TO FOLLOW}

I (THE BORROWER) UNDERSTAND THAT I HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 10-30-17

Benjamin W. George  
Benjamin W. George

**NOTARY ACKNOWLEDGEMENT**

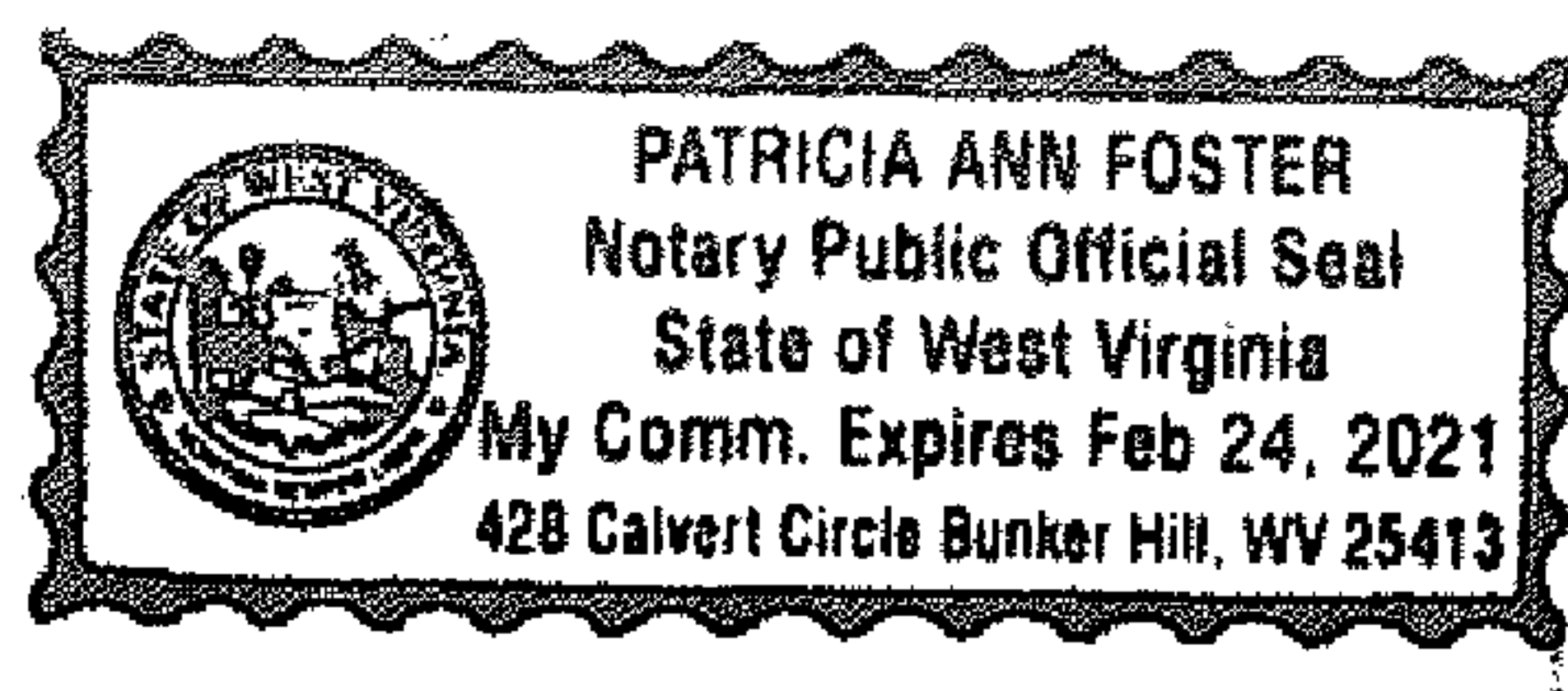
STATE OF West Virginia  
Berkeley COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benjamin W. George, an unmarried widower, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 30<sup>th</sup> day of October, 2017.

Patricia Ann Foster  
NOTARY PUBLIC

My Commission Expires: 2-24-21



This Instrument Prepared By:  
Rebecca Redmond, Esq.  
Sirote & Permutt, P.C.  
P.O. Box 55727  
Birmingham, AL 35255-5727  
Sirote File # 424068



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
11/16/2017 04:04:29 PM  
\$21.00 CHERRY  
20171116000415920

James W. Fuhrmeister