

After Recording Return To:  
Old Republic Servicing Solutions  
Attn: Recording Department  
681 Andersen Dr, Foster Plaza Bldg 6-6th Fl  
Pittsburgh, Pennsylvania 15220

This Document Prepared By:  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Loan No.: 2163169  
Investor No.: 6000286872

ESTOPPEL AFFIDAVIT

State of NC §  
County of Ashe §  
§

THE UNDERSIGNED, Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, as Personal Representative and Heir at law; and Sherman Lyle, her husband and Bryan H. Crandall, a single man, as Heir at law; and David C. Crandall, Heir at law; and Carol Crandall, his wife; of the Estate of Colvin Henry Crandall, Jr., deceased (“Grantor”) after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on April 13th, 2007, for good and valuable consideration, Colvin H. Crandall, Jr., a single person (“Borrower”) duly executed and delivered a certain Promissory Note (“Note”), made payable to the order of Wells Fargo Bank, N.A., (“Original Lender”), in the original principal amount of \$285,000.00, together with interest thereon at the rate set forth in said instrument. The Note was duly secured by a Mortgage, Deed of Trust or Deed to Secure Debt (“Security Instrument”) of even date therewith being recorded on April 20th, 2007, as Instrument No. 20070420-000183370, Mortgage Book N/A, Page N/A in the real estate records, in the Probate Office of Shelby County, Alabama.

Loan No.: 2163169  
Investor No.: 6000286872

Property more particularly described as:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.  
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, IF APPLICABLE.

COMMONLY KNOWN AS: 1219 Berwick Road, Birmingham, Alabama 35242  
TAX ID: 03 9 32 0 003 121.000

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 Nationstar Mortgage LLC d/b/a Champion Mortgage Company ("Lender"), Grantor has made, executed and delivered that certain Warranty Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Grantee or its designee.
3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance of Grantor'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 Old Republic National Title Insurance Company, effective date of March 22nd, 2018 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Grantor'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 Grantor 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, Grantor 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 Grantor, 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 Grantor, and was not given as a preference against any other creditors of Grantor.
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 Grantor's equity of redemption, and with full release of all of Grantor's right, title and interest of every character and nature in and to the Property and improvements thereon.
7. That Grantor 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, Grantor is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Grantor currently contemplating or anticipating the same.
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 respective representatives, successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.



Loan No.: 2163169  
Investor No.: 6000286872

10. That there exists no agreement, express or implied, for Grantor, the undersigned, or any person or entity acting as an agent of Grantor or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Grantor any profits or proceeds derived from the Property.
11. That the Grantor, 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 Grantor has vacated the Property, the Property is broom clean; that to the best of Grantor's knowledge, the Property is free of harmful mold; that all utilities, and homeowner 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 Grantor 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.

DATED this 22 day of JUNE, 2018.

<u>Elizabeth Crandall Lyle</u> Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, Personal Representative of the Estate of Colvin Henry Crandall, Jr. -Grantor	<u>Elizabeth Crandall Lyle</u> Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, Heir at law of the Estate of Colvin Henry Crandall, Jr. -Grantor
<u>Sherman Lyle</u> Sherman Lyle -Grantor	<u>Bryan H. Crandall</u> Bryan H. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. -Grantor
<u>David C. Crandall</u> David C. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. -Grantor	<u>Carol Crandall</u> Carol Crandall -Grantor

State of NC §  
County of ASHE §

**GRANTOR ACKNOWLEDGMENT**

I, JOSEPH P GALLAGHER [name and style of officer], hereby certify that Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, Personal Representative and Heir at law of the Estate of Colvin Henry Crandall, Jr. and Sherman Lyle and Bryan H. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. and David C. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. and Carol Crandall whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of JUNE, 2018.

(Seal)

JOSEPH P GALLAGHER  
NOTARY PUBLIC  
Yadkin County  
North Carolina

Joseph P Gallagher  
Notary Signature

JOSEPH P GALLAGHER  
Printed Name

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Style of Officer



Loan No.: 2163169  
Investor No.: 6000286872

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10. That there exists no agreement, express or implied, for Grantor, the undersigned, or any person or entity acting as an agent of Grantor or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Grantor any profits or proceeds derived from the Property.
11. That the Grantor, 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 Grantor has vacated the Property, the Property is broom clean; that to the best of Grantor's knowledge, the Property is free of harmful mold; that all utilities, and homeowner 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 Grantor 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.

DATED this 23rd day of June, 2018

Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Personal Representative of  
the Estate of Colvin Henry Crandall, Jr.

Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Heir at law of the Estate of  
Colvin Henry Crandall, Jr.

Sherman Lyle -Grantor  
David C. Crandall  
David C. Crandall, Heir at law of the Estate -Grantor  
of Colvin Henry Crandall, Jr.

Bryan H. Crandall -Grantor  
Carol Crandall  
Bryan H. Crandall, Heir at law of the Estate -Grantor  
of Colvin Henry Crandall, Jr.

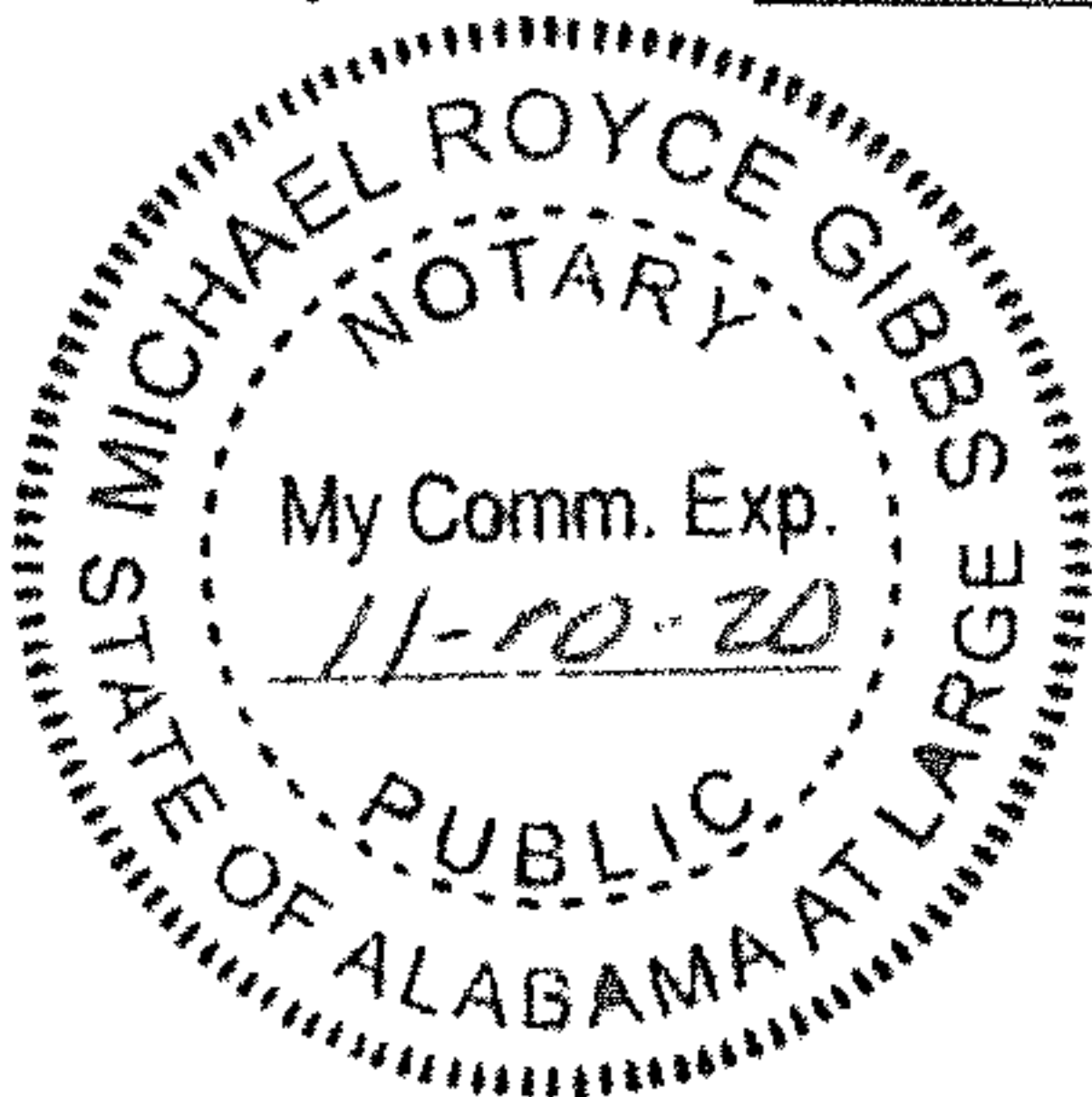
GRANTOR ACKNOWLEDGMENT

State of ALABAMA §  
County of Shelby §

I, Michael Royce Gibbs [name and style of officer], hereby certify that ~~Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, Personal Representative and Heir at law of the Estate of Colvin Henry Crandall, Jr. and Sherman Lyle and Bryan H. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. and David C. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. and Carol Crandall~~ whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 23rd day of June, A.D. 2018.

(Seal)



Michael Royce Gibbs  
Notary Signature

Michael Royce Gibbs  
Printed Name

Notary Public  
Style of Officer



Loan No.: 2163169  
Investor No.: 6000286872

10. That there exists no agreement, express or implied, for Grantor, the undersigned, or any person or entity acting as an agent of Grantor or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Grantor any profits or proceeds derived from the Property.
11. That the Grantor, 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 Grantor has vacated the Property, the Property is broom clean; that to the best of Grantor's knowledge, the Property is free of harmful mold; that all utilities, and homeowner 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 Grantor 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.

DATED this 27<sup>TH</sup> day of June, 2018.

Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Personal Representative of  
the Estate of Colvin Henry Crandall, Jr.

Sherman Lyle -Grantor

David C. Crandall, Heir at law of the Estate -Grantor  
of Colvin Henry Crandall, Jr.

Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Heir at law of the Estate of,  
Colvin Henry Crandall, Jr.

Bryan H. Crandall, Heir at law of the Estate -Grantor  
of Colvin Henry Crandall, Jr.

Carol Crandall -Grantor

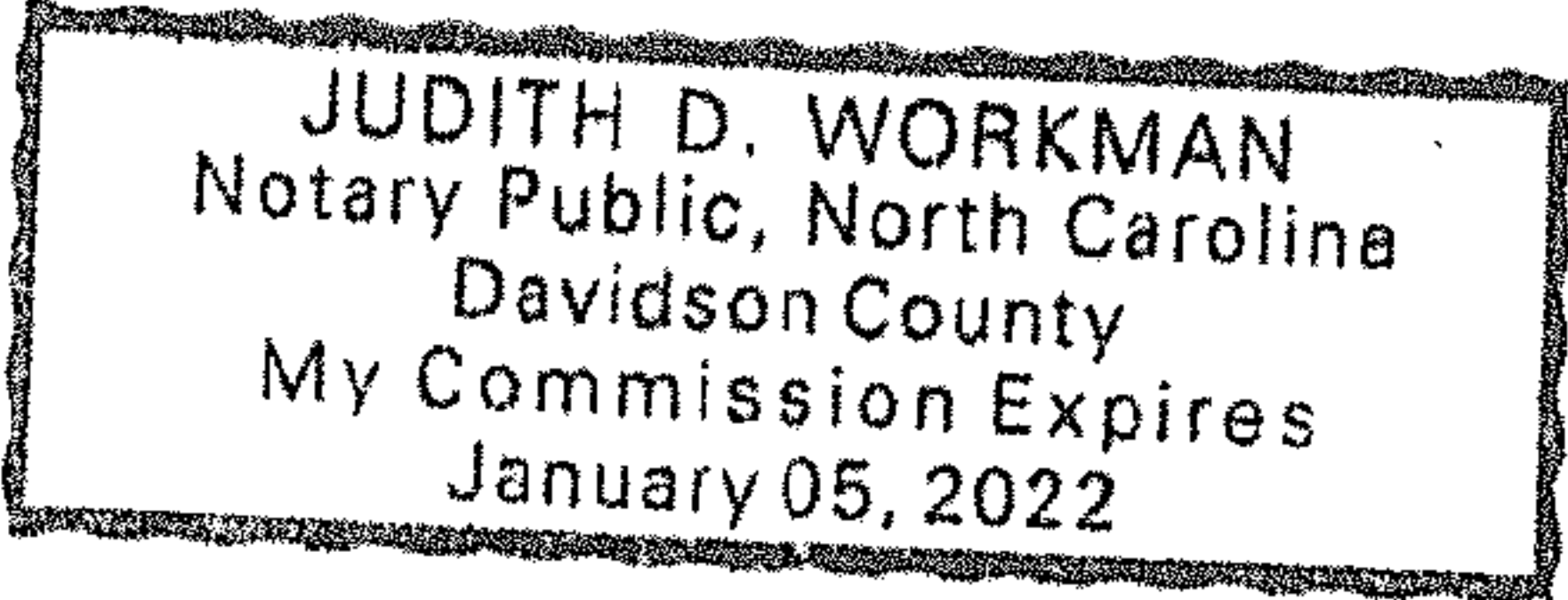
GRANTOR ACKNOWLEDGMENT

State of North Carolina §  
County of Davidson §

I, Judith D. Workman, Notary Public [name and style of officer], hereby certify that Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, Personal Representative and Heir at law of the Estate of Colvin Henry Crandall, Jr. and Sherman Lyle and Bryan H. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. and David C. Crandall, Heir at law of the Estate of Colvin Henry Crandall, Jr. and Carol Crandall whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 27<sup>TH</sup> day of June, A.D. 2018.

(Seal)



Judith D. Workman  
Notary Signature

Judith D. Workman  
Printed Name

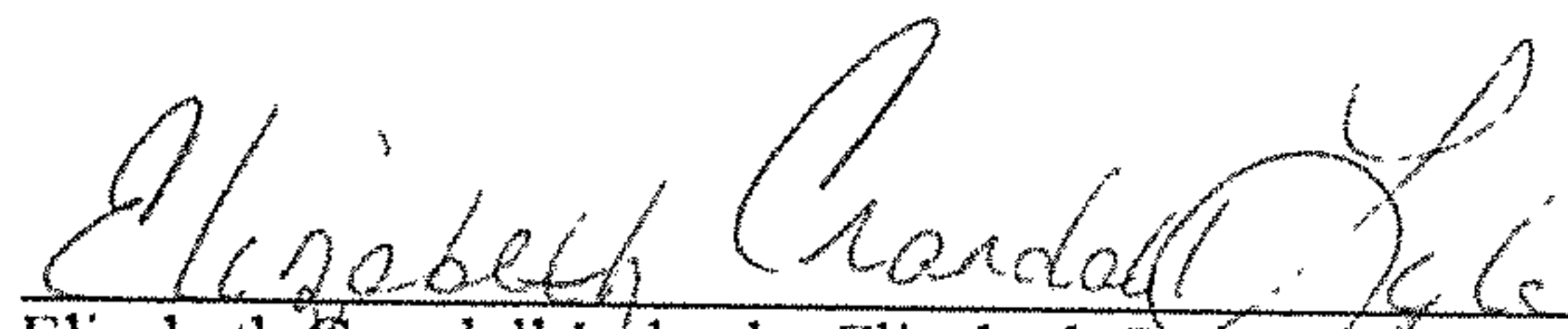
Notary Public  
Style of Officer

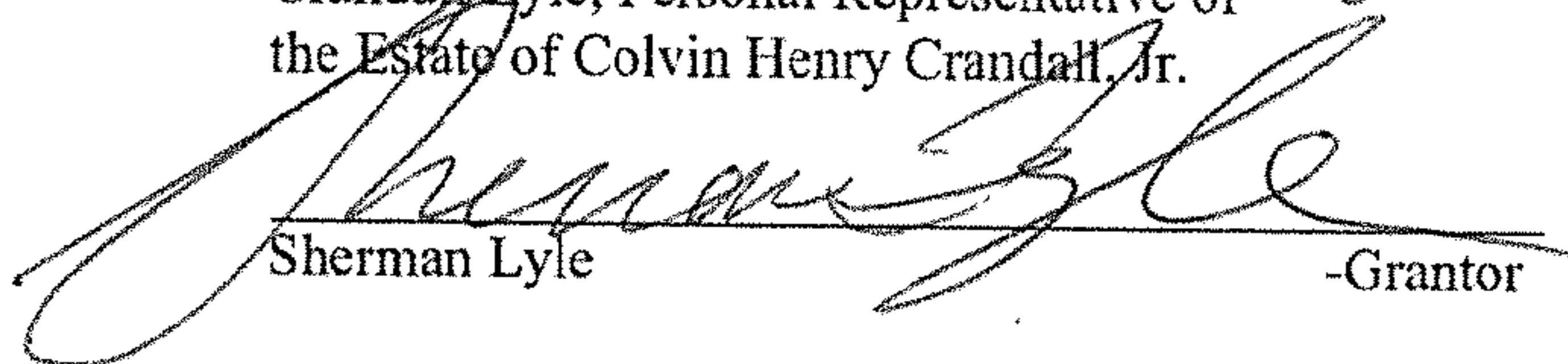
Loan No.: 2163169  
Investor No.: 6000286872


**CONDITIONAL DELIVERY OF DEED**  
**(to be attached to the Estoppel Affidavit)**

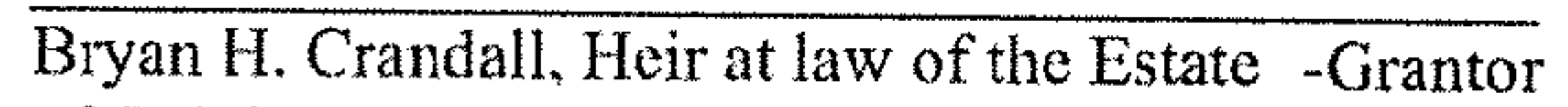
It is understood and agreed by Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, as Personal Representative and Heir at law; and Sherman Lyle, her husband and Bryan H. Crandall, a single man, as Heir at law of the Estate of Colvin Henry Crandall, Jr., deceased, ("Grantor") that the Deed to Federal National Mortgage Association, ("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 Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument") proceed with foreclosure and assert all of the rights of the holder under the Security Instrument described in the first paragraph of said Estoppel Affidavit.

Signed this 22 day of JUNE, 2018.

  
Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Personal Representative of  
the Estate of Colvin Henry Crandall, Jr.

  
Sherman Lyle -Grantor

  
Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Heir at law of the Estate of  
Colvin Henry Crandall, Jr.

  
Bryan H. Crandall, Heir at law of the Estate -Grantor  
of Colvin Henry Crandall, Jr.



Loan No.: 2163169  
Investor No.: 6000286872

CONDITIONAL DELIVERY OF DEED  
(to be attached to the Estoppel Affidavit)

It is understood and agreed by Elizabeth Crandall Lyle aka Elizabeth E. Crandall Lyle, as Personal Representative and Heir at law; and Sherman Lyle, her husband and Bryan H. Crandall, a single man, as Heir at law of the Estate of Colvin Henry Crandall, Jr., deceased, ("Grantor") that the Deed to Federal National Mortgage Association, ("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 Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument") proceed with foreclosure and assert all of the rights of the holder under the Security Instrument described in the first paragraph of said Estoppel Affidavit.

Signed this 27<sup>th</sup> day of June, 2018.

Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Personal Representative of  
the Estate of Colvin Henry Crandall, Jr.

Sherman Lyle -Grantor

Elizabeth Crandall Lyle aka Elizabeth E. -Grantor  
Crandall Lyle, Heir at law of the Estate of  
Colvin Henry Crandall, Jr.  
*[Signature]*  
Bryan H. Crandall, Heir at law of the Estate -Grantor  
of Colvin Henry Crandall, Jr.


Loan No.: 2163169  
Investor No.: 6000286872A

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**CONDITIONAL DELIVERY OF DEED**  
**(to be attached to the Estoppel Affidavit)**

It is understood and agreed by David C. Crandall, as Heir at law of the Estate of Colvin Henry Crandall, Jr., deceased and Carol Crandall, his wife, ("Grantor") that the Deed to Federal National Mortgage Association, ("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 Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument") proceed with foreclosure and assert all of the rights of the holder under the Security Instrument described in the first paragraph of said Estoppel Affidavit.

Signed this 23rd day of June, 2018.

  
\_\_\_\_\_  
David C. Crandall, Heir at law of the Estate -Grantor  
of Colvin Henry Crandall, Jr.

  
\_\_\_\_\_  
Carol Crandall -Grantor

\_\_\_\_\_  
-Grantor

\_\_\_\_\_  
-Grantor



Loan No.: 2163169  
Investor No.: 6000286872

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**EXHIBIT "A"**

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 121, ACCORDING TO SURVEY OF GREYSTONE RIDGE GARDEN HOMES, AS RECORDED IN MAP BOOK 16, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; SITUATED IN SHELBY COUNTY, ALABAMA.

TAX ID NO: 03 9 32 0 003 121.000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED  
GRANTOR: GREYSTONE RIDGE PARTNERSHIP, AN ALABAMA GENERAL PARTNERSHIP  
GRANTEE: COLVIN H. CRANDALL, JR. AND BARBARA JEAN CRANDALL, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP  
DATED: 08/02/1993  
RECORDED: 08/06/1993  
DOC#/BOOK-PAGE: 19930806-000232561

BARBARA JEAN CRANDALL IS DECEASED.

COLVIN H. CRANDALL, JR. DATE OF DEATH 10/07/2017.

LETTERS TESTAMENTARY GRANTED TO ELIZABETH CRANDALL LYLE RECORDED 03/01/2018 IN DOCUMENT NO. 20180301-000065500.

ADDRESS: 1219 BERWICK ROAD, BIRMINGHAM, AL 35242

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**EXHIBIT "A"**

Loan No.: 2163169  
Investor No.: 6000286872

EXHIBIT "B"

Said Security Instrument was assigned as follows:

(1) To Nationstar Mortgage LLC d/b/a Champion Mortgage Company

by assignment dated October 11th, 2017, and recorded on October 17th, 2017 in Book N/A  
Page N/A, Instrument No. 20171017-000377720 in the Probate Office of Shelby  
County, Alabama.

(2) To Federal National Mortgage Association

by assignment dated ~~N/A~~ 7-2-18, and recorded on ~~N/A~~ hchcw with 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.

(4) 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.

EXHIBIT "B"



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/12/2018 11:36:58 AM  
\$42.00 CHERRY  
20180712000248060

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the official text.