AFTER RECORDING MAIL TO:
Return to:
MDA Lending Solutions
5300 Brandywine Pkwy
Wilmington DE 19803

New Owner and,
MAIL TAX STATEMENTS TO:
Wells Fargo Financial Tennessee, Inc.
4143 21st Street
Urbandale, Iowa 50323

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

172596223

KNOWN ALL MEN BY THESE PRESENTS, that **Charles E. L'Herault and Billie N. L'Herault, husband and wife**, hereinafter called grantor, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Wells Fargo Financial Tennessee 1, LLC,** hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the Broward County, Tennessee, described as follows:

BEING LOT NO. 11 OF BLOCK "C" ON THE MAP OF WOODBINE COURTS, PART I, AS OF RECORD IN BOOK 1130, PAGE 39, SAID REGISTER'S OFFICE.

SAID LOT NO. 11 FRONTS 75 FEET ON THE EASTERLY SIDE OF DOBBS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

SUBJECT TO ANY AND ALL EXISTING EASEMENTS, SETBACK LINES AND RESTRICTIVE COVENANTS OF RECORD IN THE SAID REGISTER'S OFFICE.

This being the identical property conveyed to the GRANTOR herein by Deed from Paul Edward Cunningham, a single person dated February 7, 1996, recorded February 8, 1996 and filed in Record Book: 9942 Page: 376 Document No. 0148465.

COMMONLY known as: 2916 Dobbs Avenue, Nashville, Tennessee 37211

Assessor's Parcel Number: 119 14 0 145.00

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the even that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Davidson County DEEDWARR
Recvd: 08/19/09 12:25 5 pgs
Fees:28.00 Taxes:532.80
20090819-0078104

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage signed on the August 12, 2005, by grantor in favor of **Wells Fargo Financial Tennessee 1, LLC,** and recorded at Doc. No. 20050816-0096964 real property records of Broward County, Tennessee on the August 16, 2005.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

WITNESS my/our hand this 3rd day of August, 2009.

Charles E. L'Herault

Billie N. L'Herault

Signed, Sealed and Delivered in the Presence of:

Witness #1: Amy Barber

Printed Name: Amy Barber

Witness #2:

Printed Name: Linda Murdock

STATE OF Arkansas)
COUNTY OF Cross) ss

This instrument was acknowledged before me on the 3 day of August, 2009, by **Charles E. L'Herault and Billie N. L'Herault.**

NOTARY STAMP/SEAL

RHOSCHANDRA HAGGANS NOTARY PUBLIC Commission No. 12369835 My Commission Expires 01-14-2019 CROSS CO., ARKANSAS

Rhoschandra Haggans
NOTARY PUBLIC

Rhoschandra Haggans
Printed Notary Name
Notary Commission Expires: 1-14-2019

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF BROWARD

Charles E. L'Herault and Billie N. L'Herault, husband and wife, being first duly sworn, depose and say: "That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Wells Fargo Financial Tennessee 1, LLC,** dated the 3rd day of August, 20 09, conveying the following described property, to-wit:

BEING LOT NO. 11 OF BLOCK "C" ON THE MAP OF WOODBINE COURTS, PART I, AS OF RECORD IN BOOK 1130, PAGE 39, SAID REGISTER'S OFFICE.

SAID LOT NO. 11 FRONTS 75 FEET ON THE EASTERLY SIDE OF DOBBS AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO A DEAD LINE.

SUBJECT TO ANY AND ALL EXISTING EASEMENTS, SETBACK LINES AND RESTRICTIVE COVENANTS OF RECORD IN THE SAID REGISTER'S OFFICE.

Parcel ID # **119 14 0 145.00**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Wells Fargo Financial Tennessee 1, LLC,** and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **Wells Fargo Financial Tennessee 1, LLC,** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Wells Fargo Financial Tennessee 1, LLC;**

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **Wells Fargo Financial Tennessee 1, LLC,** who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are 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.

That the consideration for said deed was and is payment to affiants of the sum of $1.00 by **Wells Fargo Financial Tennessee 1, LLC,** and **Wells Fargo Financial Tennessee 1, LLC,** agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by the undersigned to **Wells Fargo Financial Tennessee 1, LLC,** on the August 12, 2005, and recorded at Doc. No. 20050816-0096964 real property records of Broward County, Tennessee. 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 **Wells Fargo Financial Tennessee 1, LLC,** its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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.

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

Dated: 8-3-2009

Charles E. L'Herault

Billie N. L'Herault

Signed, Sealed and Delivered in the Presence of:

Witness #1: Amy Barber

Printed Name: Amy Barber

Witness #2:

Printed Name: Linda Murdock

STATE OF TENNESSEE
COUNTY OF BROWARD

This instrument was acknowledged before me on the 3 day of August, 2009 by **Charles E. L'Herault and Billie N. L'Herault.**

NOTARY PUBLIC

RHOSCHANDRA HAGGANS NOTARY PUBLIC Commission No. 12369835 My Commission Expires 01-14-2019 CROSS CO., ARKANSAS

Prepared By:
Leila Hansen, Esq.
9041 South Pecos Road, Suite 3900
Henderson, Nevada 89074

AFFIDAVIT OF VALUE

STATE OF New Jersey)

COUNTY OF Gloucester)

The actual consideration or value whichever is greater, for this transfer is $1.00.

Subscribed and sworn to before me this the 13th day of August, 20 09.

(Affix Seal)

Amber DiPenberry
Affiant Amber DiPenberry

Jeanette Mills
Notary Public
My Commission Expires: 12/21/2009

JEANETTE MILLS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 21, 2009

JEANETTE MILLS NOTARY PUBLIC NEW JERSEY

Affidavit of Value
State of Tennessee
County of Davidson

The actual consideration or value whichever is greater, for this transfer is $144,000.00.
Subscribed and sworn to before me this the 19, day of August, 2009.

Affiant

Notary Public
My Commission expires on March 7, 2011

JAMES C. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFIED FOR REMOTE FILING:

I, Michael J. Mills, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Michael J. Mills, attorney at law

State of Tennessee:
County of Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael J. Mills, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the named person, and that he/she executed the foregoing instrument for the purposes therein contained.

Notary Public James C. Smith
My Commission Expires: March 7, 2011

JAMES C. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY