BILL GARRETT, Davidson County
Trans:T20100010301 DEEDWARR
Recvd: 02/22/10 10:26 6 pgs
Fees:33.00 Taxes:444.66
20100222-0013205

S&K File No. : 09-022665
Loan No. : 2005057108

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that Cindy Steine the Grantor(s), for and in consideration of One Dollar ($1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the full cancellation and satisfaction for the mortgage indebtedness in favor of Cindy Steine do give, grant, sell and convey to Fannie Mae, its successors and assigns all the following described real property located in Davidson County, Tennessee, to wit:

***attached on back**

"This legal description is identical with that Deed recorded in Instrument Number 20080213-0014365 in said Register's Office."

BEING THE SAME PROPERTY CONVEYED UNTO THE GRANTOR BY INSTRUMENT OF RECORD RECORDED IN DAVIDSON, IN SAID REGISTER'S OFFICE.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging, unto the said GRANTEE, his successors and assigns forever. The said GRANTOR does covenant for his/herself, him/her heirs, executors and assigns, that at the signing of these presents, he/she is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same clear from all encumbrances whatsoever, and that he/she and his/her heirs, executors and assigns will warrant and defend said premises, with the appurtenances thereunto belonging, unto said GRANTEE, his/her successors and assigns, against all lawful claims and demands whatsoever.

WITNESS the HAND and SEAL of the GRANTOR on this 22 day of December, 2009.

Cindy Steine

STATE OF Tennessee
COUNTY OF Hickman

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Cindy Steine with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

Witness my hand and Notarial Seal at office this 22nd day of December, 2009.

Notary Public

MICHAEL J. PANESI
STATE OF TENNESSEE NOTARY PUBLIC
HICKMAN COUNTY

My Commission Expires: 12/01/2012

I, or we hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is but **$120,178.00** which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Judy Campbell, AV.
CitiMortgage Default Mgmt.
Affiant

Subscribed and sworn to before me this 5th day of February, 2009.

Notary Public

My Commission Expires: 6-22-2013

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:

CitiMortgage Inc.
1000 Technology Drive
MS 565A
OFallon, MO 63368

COLLEEN G HACKER
Notary Public-Notary Seal
State of Missouri, St Charles County
Commission # 09388689
My Commission Expires Jun 22, 2013

Prepared by and return to:

Law Office of Shapiro & Kirsch, LLP
6055 Primacy Parkway, Suite 410
Memphis, TN 38119
Phone 901-767-5566
Fax 901-767-8890
S&K# 09-022665
Map Parcel I.D. #117030A06400CO

tndnl

CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT,
ESTOPPEL AND SOLVENCY AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

CINDY STEINE, being first fully sworn depose(s) and say(s):

That he/she/they is/are the identical PARTY(IES) who made, executed and delivered that certain deed dated February 7, 2008 to Lender, CONVEYING THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

***attached on back**

That this deed of absolute conveyance of title to said property to the grantee named therein in effect as well as in form, and was and is not intended as a mortgage, trust, conveyance or security of any kind, and that possession of said premises has been surrendered to said grantee, or its successors or assigns; that the consideration in the aforesaid deed was a payment to deponent(s) of the sum of One Dollar ($1.00) and other good and valuable consideration by the said grantee, or its successor or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations costs and charges heretofore existing under and by virtue of the terms of a certain trust deed (in default) described, executed by Cindy Steine, as Grantor(s) to First American Title Company, Trustees, dated February 13, 2008 and recorded in Instrument Number 20080213-0014365 in the Register's Office of Davidson County, Tennessee, and the cancellation of record of said trust deed, which trust deed and the indebtedness secured thereby is now owned by Lender (hereinafter referred to as mortgagee).

That the aforesaid deed of conveyance was made by this deponent(s) as a result of his/her/their request that the said grantee and its successor or assigns accept such deed, and was his/her/their free and voluntary act and that at the time of making said indebtedness represents the fair value of the property so deeded and that said deed was not given as a preference against other creditors of the deponent(s) or either of them and that at the time it was given there were no other person or persons, firm of corporation, other than the grantee of said deed or mortgagee interested, whether directly or indirectly in said premises and that these deponents are solvent and have no other creditors whose rights would be prejudiced by said conveyance, and that deponent(s) is/are not obligated upon any note, bond or other trust, deed, judgment whereby any lien has been created or exists against the premises described in said deed, and the deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, was not acting under duress, undue influence, misapprehension or misrepresentation by the grantee, and that it was the intention of said deponent(s) as grantor(s) in said deed to convey and by said deed this/these

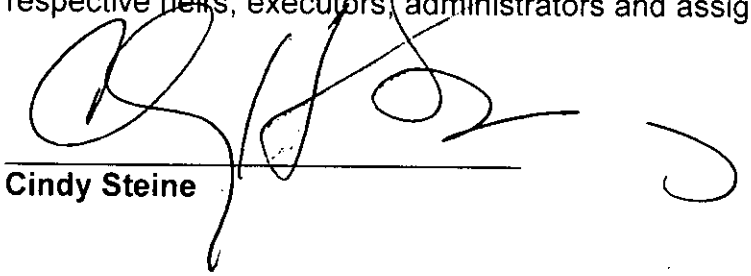
deponent(s) did convey to the grantee therein named all his/her/their rights title, and interest absolutely in and to the premises described in said deed.

That the aforesaid deed of conveyance made by this/these deponent(s) was/were executed and delivered with the express understanding that it does not operate even though place of record, to effect such a merger of interest as to extinguish the trust deed lien referred to herein before, and that its receipt by the grantee does not constitute legal delivery and shall be of not binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, after approval of title by the grantee. It is the intention of the parties hereto, supported by his/her/their representations and warranties of the deponent(s) that the grantee shall take unencumbered title, and therefore, the vesting of title shall not operate to effect such a merger of interest as to extinguish the trust deed lien, even is a release, satisfaction or cancellation of the lien is filed for priority of any subordinate interest to the aforesaid trust deed lien, which may be outstanding at the time of such vesting of title. The receipt and acceptance of said deed shall in no way restrict the right to the grantee or mortgagee, or their successors in interest from foreclosing the mortgage debt if foreclosure is deemed advisable.

Should it appear that title to the subject property is encumbered, said grantee may execute and deliver to the deponent a Quit Claim Deed re-conveying the deponent all interest in said property which was conveyed by said warranty deed, which deed of re-conveyance shall be filed for record and the deponent(s) hereby appoint(s) the grantee or its agents to accept delivery of and file said Quit Claim Deed for record and in that event the Trust Deed referred to hereinbefore and the note secured and thereby and every obligation and liability there-under shall be in full force and effect the same as though this agreement had never been entered into.

If there are any outstanding or accrued but unfiled insurance claims with respect to the aforementioned real property, the grantors assign any and all right, title and interest in and to said claim or claims to the grantee as part of the consideration for the deed in lieu and release of mortgage.

This Agreement is made for the protection and benefit of the grantee and the beneficiary of the trust deed, their successors and assigns, and shall be binding on the respective heirs, executors, administrators and assigns of the deponents.



Cindy Steine

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Cindy H. Steine with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Official Seal at office this 22nd day of December, 2009.

Michael J. Panesi
Notary Public

My commission expires: 12/01/2012

MICHAEL J. PANESI
STATE OF TENNESSEE NOTARY PUBLIC
HICKMAN COUNTY

Prepared by and Return to:
Law Office of Shapiro & Kirsch, LLP
6055 Primacy Parkway, Suite 410
Memphis, TN 38119
Phone 901-767-5566
Fax 901-767-8890

09-022665

tndnl.aff

Exhibit A

Land in Davidson County, Tennessee being a certain Condominium Apartment described as Unit No. 64 of the Versailles Apartments, Condominium Apartments, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq. as amended , Tennessee Annotated, and as established by a Master Deed for Versailles Townhomes Homeowner's Association, of record in Book 5168, Page 994, and as amended in Book 7770, Page 955, and in Book 8434, Page 719, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, of record in Book 5168, Page 961, and as amended in Book 5589, Page 367 and in Book 5659, Page 641, and re-recorded in Book 5667, Page 375, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the plan of Versailles Apartments, Condominium Apartments, of record in Book 5050, Page 80, and as corrected in Book 5171, Page 153, Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to Cindy H. Steine by Deed from Matthias B. Murfree, IV and wife, Sarah T. Murfree, dated March 31, 2004 and filed of record in Instrument No. 20040406-0039042, Register's Office for Davidson County, Tennessee.

CHS