S&K File No. : 09-015159
Loan No. : 2000380632

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that Michael Streams Jr. and Love Streams, Husband and Wife, 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 Michael Streams Jr. and Love Streams do give, grant, sell and convey to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-4, its successors and assigns all the following described real property located in Davidson County, Tennessee, to wit:

Described property located in Davidson County, Tennessee, to wit:

Lot Number 4 on the Plan of Birdhaven, of record in Book 1130, Page 30, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

"This legal description is identical with that Deed recorded in Instrument 20060717-0085699, 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 23 day of October, 2009.

Michael Streams Jr.

Love Streams

BILL GARRETT, Davidson County
Trans:T20100013306 DEEDWARR
Recvd: 03/05/10 11:44 7 pgs
Fees:38.00 Taxes:1382.15
20100305-0017146

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Witness my hand and Notarial Seal at office this 4TH day of Nov, 2009.

Notary Public

My Commission Expires: 3-31-11

DAVID GIBSON
Commission # 1728322
Notary Public — California
Los Angeles County
My Comm. Expires Mar 31, 2011

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 $373,554.65 which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Affiant

2010 ~~2009~~ Subscribed and sworn to before me this 12th day of February.

CHADWICK EASTERLING
NOTARY PUBLIC
State of Texas
Comm. Exp. 06/10/2013

Notary Public

My Commission Expires: June 10, 2013

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:

Saxon Mortgage
4708 Mercantile Drive North
Fort Worth, TX 76137

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 File# 09-015159
Loan# 2000380632

Map Parcel I.D. #131030X00100CO and 131030X00200CO and 131030X00300C0

tndnl

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Oct. 23, 2009 (Date) before me, Virginia Kerkochian, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Love STreams (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VIRGINIA KERKOCHIAN
Commission # 1788662
Notary Public - California
Los Angeles County
My Comm. Expires Feb 9, 2012

Place Notary Seal Above

Signature Virginia Kerkochian (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed in Lieu of Foreclosure

Document Date: Undated Number of Pages: 2

Signer(s) Other Than Named Above: Michael STreams, Jr.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Love STreams

☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Michael Streams Jr. and Love Streams, 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 July 13, 2006 to Lender, CONVEYING THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

Described property located in Davidson County, Tennessee, to wit:

Lot Number 4 on the Plan of Birdhaven, of record in Book 1130, Page 30, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

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 Michael Streams Jr. and Love Streams, husband and wife, as Grantor(s) to J. Phillip Jones, Trustees, dated July 13, 2006 and recorded in Instrument 20060717-0085699, 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 reconveying the deponent all interest in said property which was conveyed by said warranty deed, which deed of reconveyance 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 thereunder 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.

Michael J. Streams, Jr.

Love Streams

STATE OF ~~TENNESSEE~~ CALIFORNIA
COUNTY OF ~~DAVIDSON~~ LOS ANGELES

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Michael Streams Jr. and Love Streams 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 4th day of Nov, 2009.

Notary Public

My commission expires: 3-31-11

DAVID GIBSON
Commission # 1728322
Notary Public — California
Los Angeles County
My Comm. Expires Mar 31, 2011

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 File# 09-015159

tndnl.aff

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Oct. 23, 2009 (Date) before me, Virginia Kerkochian, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Love STreams (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Virginia Kerkochian (Signature of Notary Public)

VIRGINIA KERKOCHIAN
Commission # 1788662
Notary Public - California
Los Angeles County
My Comm. Expires Feb 9, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract to Accept Deed In Payment of Mortgage Debt

Document Date: undated Number of Pages: 3

Signer(s) Other Than Named Above: Michael STreams Jr.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Love STreams

☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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