BILL GARRETT, Davidson County
Trans:T20110012615 DEEDWARR
Recvd: 03/02/11 13:35 5 pgs
Fees:27.00 Taxes:0.00
20110302-0016768

This instrument prepared by:
Metro Lender Services, Inc.
250 Clever Road, Suite 250
Mckees Rocks, PA 15136

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

ADDRESS NEW OWNER AS FOLLOWS:	MAIL TAX STATEMENT TO:	MAP PARCEL NUMBERS:
Federal National Mortgage Association 3900 Wisconsin Ave NW Washington DC 20016	Federal National Mortgage Association 3900 Wisconsin Ave NW Washington DC 20016	Map/Parcel: 025-160-042.00

KNOWN ALL MEN BY THESE PRESENTS, that **Thomas W. Woodard, Jr. and Anna R. Woodard, husband and wife**, hereinafter called grantor, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Federal National Mortgage Association,** 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 Davidson County, Tennessee, described as follows:

BEING LOT NO. 77 ON THE PLAN OF GOODLETTSVILLE'S HEIGHTS, SECTION II, OF RECORD IN BOOK 1424, PAGES 120 AND 121, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

This being the identical property conveyed to the GRANTOR herein by Deed from _____ dated 9-19-97, recorded 9-23-97 and filed in Record Book: 6124 Page: 353

COMMONLY known as: 207 Moss Trail, Goodlettsville, Tennessee 37072

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.

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 June 21, 2008, by grantor in favor of **Countrywide Bank FSB/ Mers, Inc.,** and recorded at Doc. No. 20080701-0067487 real property records of Davidson County, Tennessee on the July 1, 2008, and according to the public records, the beneficial interest under the Deed of Trust was assigned to BAC Home Loans Servicing, LP, by assignment recorded 7-1-08; at BK_____, PG _____, Doc. No. 20080701-0067487

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 our hand this 11TH day of FEBRUARY, 2011, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Thomas W. Woodard, Jr.

Anna R. Woodard

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF JEFFERSON) ss

Personally appeared before me, MARIA D. TORRES, a Notary Public in and for said County and State, **Thomas W. Woodard, Jr. and Anna R. Woodard** the within named bargainor, individual(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Given under my hand and official seal of office at BEAUMONT, TEXAS this 11TH day of FEBRUARY, A.D., 2011.

NOTARY STAMP/SEAL

MARIA D. TORRES
My Commission Expires
August 16, 2012

NOTARY PUBLIC
Notary Commission Expires: AUGUST 16, 2012

AFFIDAVIT OF VALUE

STATE OF Pennsylvania)

COUNTY OF Allegheny)

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

Subscribed and sworn to before me this the 15th day of February, 2011.

(Affix Seal)

Affiant

Notary Public
My Commission Expires: June 28, 2011

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jennifer L. Baker, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 28, 2011
Member, Pennsylvania Association of Notaries

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

Thomas W. Woodard, Jr. and Anna R. Woodard, 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 **Federal National Mortgage Association,** dated the 11th day of February, 2011, conveying the following described property, to-wit:

BEING LOT NO. 77 ON THE PLAN OF GOODLETTSVILLE'S HEIGHTS, SECTION II, OF RECORD IN BOOK 1424, PAGES 120 AND 121, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
Parcel ID # 025-160-042.00

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Federal National Mortgage Association,** 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 **Federal National Mortgage Association,** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Federal National Mortgage Association;**

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 **Federal National Mortgage Association,** 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 **Federal National Mortgage Association,** and **Federal National Mortgage Association,** 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 **Countrywide Bank FSB/ Mers, Inc.,** on the June 21, 2008, and recorded at Doc. No. 20080701-0067487 real property records of Davidson County, Tennessee, and according to the public records, the beneficial interest under the Deed of Trust was assigned to BAC Home Loans Servicing, LP, by assignment recorded 7-1-08, at BK_____, PG _____, Doc. No. 20080701-0067487.
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 **Federal National Mortgage Association,** 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.

Witness our hand this 11TH day of FEBRUARY, 2011, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Thomas W. Woodard, Jr.

Anna R. Woodard

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF JEFFERSON) ss

Personally appeared before me, MARIA D. TORRES, a Notary Public in and for said County and State, **Thomas W. Woodard, Jr. and Anna R. Woodard** the within named bargainor, individual(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Given under my hand and official seal of office at BEAUMONT, TEXAS this 11TH day of FEBRUARY, A.D., 2011.

NOTARY STAMP/SEAL

MARIA D. TORRES
My Commission Expires
August 16, 2012

NOTARY PUBLIC
Notary Commission Expires: AUGUST 16, 2012

AFFIDAVIT OF VALUE

STATE OF Pennsylvania)

COUNTY OF Allegheny)

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

Subscribed and sworn to before me this the 15TH day of February, 2011.

(Affix Seal)

Affiant

Notary Public

My Commission Expires: June 28, 2011

Prepared By:
Metro Lender Services, Inc.
250 Clever Road, Suite 250
Mckees Rocks, PA 15136

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jennifer L. Baker, Notary Public
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