BILL GARRETT, Davidson County
Trans:T20110024949 DEEDWARR
Recvd: 04/28/11 09:28 6 pgs
Fees:32.00 Taxes:0.00
20110428-0032429

This instrument prepared by:
Leila Hansen, Esq.
9041 South Pecos Road, Suite 3900
Henderson, Nevada 89074
After Recording Return To:
Metro Lender Services, Inc.
250 Clever Rd. Suite 200
McKees Rocks, PA 15136

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

ADDRESS NEW OWNER AS FOLLOWS:
Federal National Mortgage Association
3900 Wisconsin Ave NW
Washington DC 20016

MAIL TAX STATEMENT TO:
Federal National Mortgage Association
3900 Wisconsin Ave NW
Washington DC 20016

MAP PARCEL NUMBERS:
Map/Parcel:
103-15-0-A-016.00-CO

KNOWN ALL MEN BY THESE PRESENTS, that **George D. Hopkins, surviving spouse of wife Jane W. Hopkins as per attached certified copy of Certificate of Death**, 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:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 16 ON THE REVISED PLAN OF POSTWOOD, AS OF RECORD IN BOOK 5200, PAGE 104, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

This being the identical property conveyed to the GRANTOR herein by Deed from THW Corporation dated 5-25-1995, recorded 5-31-1995 and filed in Record Book: 5814 Page: 408

COMMONLY known as: 116 Postwood Place, Nashville, Tennessee 37205

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 October 16, 2009, by grantor in favor of **Community First Bank,** and recorded at Doc. No. 20091022-0097711 real property records of Davidson County, Tennessee on the October 22, 2009 and according to the public records, the beneficial interest under the Deed of Trust was assigned to **MERS, Inc.** by assignment recorded February 8, 2010, at Doc. No. 20100208-0010057 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 2-8-2010, at BK _____, PG _____ Doc. No. 20100208-0010057

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, 20 11, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

George D Hopkins

George D. Hopkins

ACKNOWLEDGMENT

STATE OF Tennessee)

COUNTY OF Davidson) ss

Personally appeared before me, George D. Hopkins, a Notary Public in and for said County and State, **George D. Hopkins** 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 4304 Harding Rd, Nashville, TN 37205 this 11th day of February, A.D., 20 11.

NOTARY STAMP/SEAL

BRITTANY BOONE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Brittany Boone
NOTARY PUBLIC
Notary Commission Expires: 9/03/12

AFFIDAVIT OF VALUE

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration or value whichever is greater, for this transfer is $ 504,000.

Subscribed and sworn to before me this the 11th day of February, 20 11.

(Affix Seal)

George D Hopkins
Affiant

Brittany Boone
Notary Public
My Commission Expires: 9/03/12

BRITTANY BOONE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
Office of Vital Records

TENNESSEE DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER 201001198

1. DECEDENT'S NAME: Jane Lavina Hopkins
2. SEX: Female
3. DATE OF DEATH: March 22 2010
4. SOCIAL SECURITY NUMBER: [redacted]-7316
5. AGE: 80
6. DATE OF BIRTH: Aug 7,1929
7. BIRTHPLACE: Philadelphia, Pa.
8. WAS DECEASED EVER IN U.S. ARMED FORCES? No
9. MARITAL STATUS: Married
10. SURVIVING SPOUSE: George Hopkins
11. DECEDENT'S USUAL OCCUPATION: School Teacher
12. KIND OF BUSINESS/INDUSTRY: Education
13a. RESIDENCE-STATE: Tennessee
13b. COUNTY: Davidson
13c. CITY, TOWN OR LOCATION: Nashville
13d. STREET AND NUMBER OR RURAL LOCATION: 116 Postwood Place
13e. INSIDE CITY LIMITS? Yes
13f. ZIP CODE: 37205
14. WAS DECEDENT OF HISPANIC ORIGIN? No
15. RACE: White
16. DECEDENT'S EDUCATION: Bachelor's/Associate's 13-16 — College 17 or 18+: 05
17. FATHER'S NAME: Alfred D. Wells
18. MOTHER'S NAME: Dell Washela
19a. INFORMANT'S NAME: George Hopkins
19b. RELATIONSHIP TO DECEASED: Husband
19c. MAILING ADDRESS: 116 Postwood Place, Nashville, Tennessee 37205
20a. METHOD OF DISPOSITION: Cremation
20b. PLACE OF DISPOSITION: Music City Crematory
20c. LOCATION: Nashville, Tennessee
21a. SIGNATURE OF FUNERAL DIRECTOR: John T. Crockett
21b. LICENSE NUMBER OF FUNERAL DIRECTOR: 2645
21c. SIGNATURE OF EMBALMER:
21d. LICENSE NUMBER OF EMBALMER:
22a. NAME AND ADDRESS OF FUNERAL HOME: Anderson & Garrett Funeral Home, P.O. Box 68, Joelton, Tennessee 37080
22b. LICENSE NUMBER OF FUNERAL HOME: 193
23. REGISTRAR'S SIGNATURE: Linda R. Bivens, OR
24. DATE FILED: March 23, 2010
25a. CERTIFIER: On the basis of my knowledge, death occurred at the date and place and due to the cause(s) and manner as stated
25b. SIGNATURE AND TITLE OF PHYSICIAN:
25c. LICENSE NUMBER:
25d. DATE SIGNED: March 22 2010
26a. MEDICAL EXAMINER: On the basis of examination and/or investigation, in my opinion death occurred at the date and place and due to the cause(s) and manner as stated
26b. SIGNATURE AND TYPE OF MEDICAL EXAMINER:
26c. LICENSE NUMBER: 45373
26d. DATE SIGNED: March 22 2010
27. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR MEDICAL EXAMINER): Sandra Thomas M.D. 850 R.S. Gass Boulevard Nashville TN 37216 MEC10-0550

Taylor's Tale

4501989

I hereby certify the above to be a true and correct copy of the original document on file in this department. This certified copy is valid only when printed on security paper showing the red embossed seal of the Department of Health. Alteration or erasure voids this certification.
Tennessee Code Annotated 68-3-101 et seq., Vital Records Act of 1977.

Teresa S. Hendricks
STATE REGISTRAR

Date Issued: Dec 23 2010

CERTIFICATION OF VITAL RECORD

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

George D. Hopkins, surviving spouse of wife Jane W. Hopkins as per attached certified copy of Certificate of Death, 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, ~~2008~~ 2011, conveying the following described property, to-wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 16 ON THE REVISED PLAN OF POSTWOOD, AS OF RECORD IN BOOK 5200, PAGE 104, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

Parcel ID # 103-15-0-A-016.00-CO

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,** 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 **Community First Bank,** on the October 16, 2009, and recorded at Doc. No. 20091022-0097711 and according to the public records, the beneficial interest under the Deed of Trust was assigned to **MERS, Inc.** by assignment recorded February 8, 2010, at Doc. No. 20100208-0010057 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 _____, at BK _____, PG _____ Doc. No. _____ real property records of Davidson 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 **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.

Dated: 2·11·11

George D Hopkins

George D Hopkins

BRITTANY BOONE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF Tennessee
COUNTY OF Davidson

Subscribed and sworn to before me this 11th day of February, ~~2008~~ 2011 by **George D. Hopkins.**

Brittany Boone

NOTARY ~~PUBLIC~~
exp: 9/03/12

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