Davidson County	DEEDWARR
Recvd: 06/22/11 15:38	5 pgs
Fees:27.00 Taxes:0.00	
20110622-0048045	

GF#25846
SEND TAX BILLS TO:
Bank of America
5401 N. Beach Street
Fort Worth, TX 76137

MAP PARCEL NUMBERS
051-08-0-045.00 OTCS-25846

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made and entered into this 31 day of March, 2011, by and between **JUDITH SHARON WAHLSTROM**, party of the first part, and **FEDERAL NATIONAL MORTGAGE ASSOCIATION** party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in County of Davidson, State of Tennessee:

BEING LOT NO. 11 OF BLOCK"D" ON THE REVISED PLAN OF POWER AND ROTH'S MADISON PARK SUBDIVISION AS OF RECORD IN BOOK 843, PAGE 7, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 11 FRONTS 50 FEET ON THE EASTERLY SIDE OF ARGLE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 220 FEET TO A DEAD LINE. BEING THE SAME PROPERTY CONVEYED TO SIDNEY WAHLSTROM BY LAST WILL AND TESTAMENT OF CLARICE S. JOHNSON OF RECORD IN WILL BOOK W, PAGE 432, CLERK OF THE COUNTY COURT OF FINAL SETTLEMENT OF SIDNEY WAHLSTROM, AS EXECUTRIX, OF THE ESTATE OF CLARICE S. JOHNSON, AND CONFIRMATION OF THE HOMESTEAD, YEAR'S SUPPORT, PAYMENT FOR PERSONAL PROPERTY, AND ELECTIVE SHARE OF AND TO ALVIN B. JOHNSON, RECORDED IN BOOK 5570, PAGE 18, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

Aka: 841 Argyle Avenue, Madison, Tennessee, 37115

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that he is lawfully seized in fee of the afore described real estate; that he has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

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 foreclose 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 event 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 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 December 12, 2003, by grantor in favor of Bank of America, N.A. and recorded at Instrument No. 20040309-0026888, on March 9, 2004 in the real property records of Davidson County, Tennessee.

In constructing 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.

This Deed is an absolute conveyance of title in consideration for the cancellation of the personal liability of the debtor pursuant to that mortgage recorded at Instrument 20040309-0026888. It is the intention of the parties that there shall not be a merger of the fee with the lien so that the lien is preserved in favor of the mortgagee.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

Judith Sharon Wahlstrom _____

JUDITH SHARON WAHLSTROM

* *

STATE OF TENNESSEE

COUNTY OF Wilson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JUDITH SHARON WAHLSTROM to me known to be the person __ described in and who executed the foregoing instrument, and acknowledged that __ he __ executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 31 day of March 20 11.

My commission expires 2/4/14

Notary Public

MARJORIE WHEELER
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

PROPERTY ADDRESS: 841 Argyle Avenue, Madison, Tennessee, 37115

After Recording Send To:
Bank of America
5401 N. Beach Street
Fort Worth, TX 76137

Prepared By:
Ashley L. Cook, P.C.
100 Highland Park Village, Suite 200
Dallas, Texas 75205

VALUE AFFIDAVIT

STATE OF ~~TENNESSEE~~ Texas
COUNTY OF Collin

The actual **consideration or value**, whichever is greater, for this transfer is $ 10.00.

Affiant

Subscribed and sworn to before me this 22 day of June, 2011.

Notary Public

My Commission Expires: 9-3-2012

ROXIE LONG
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9-3-2012

True Copy Certification

I, ELIZABETH McCOOL, 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.

Signature

State of Texas

County of Collin

Personally appeared before me, M. Wycough a notary public for this county and state, ELIZABETH McCOOL who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 7/18/2014

Notary' Seal (if on paper)

M. WYCOUGH
Notary Public, State of Texas
My Commission Expires
July 10, 2014