BILL GARRETT, Davidson County
Trans:T20110079385 DEEDWARR
Recvd: 12/15/11 11:22 7 pgs
Fees:37.00 Taxes:0.00
20111215-0097739

Commitment Number: 111154

This instrument prepared by:
Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 7367A E. Kemper Road, Cincinnati, Ohio 45249 (513) 247-9605 Fax: (866) 611-0170

Mail Tax statements to: (New Owner)
Federal National Mortgage Association
3900 Wisconsin Avenue NW Washington, DC 20016

After Recording, Mail/Return to:

Metro Lender Services, Inc.
250 Clever Rd. Suite 200
McKees Rocks, PA 15136

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Judy A. Dobbins**, unmarried, 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 **Davidson County**, **Tennessee**, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 53 ON THE PLAN OF COBBLESTONE CREEK PHASE TWO OF RECORD AS INSTRUMENT # 20060612-0069609, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO JUDY A. DOBBINS, UNMARRIED BY DEED FROM NVR, INC. T/A FOX RIDGE HOMES, OF RECORD IN

INSTRUMENT # 20070611-0069708, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TAX ID NO. 041010A05600C0

COMMONLY known as: **5121 Ryan Allen Circle, Whites Creek, TN 37189**

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 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 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 **June 8, 2007**, by grantor in favor of **MERS, Inc., as nominee for NVR Mortgage Finance, Inc.,**, and recorded at property records of **Davidson County, Tennessee** on **June 11, 2007 as Document No. 20070611-0069709 which was later assigned to Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP and recorded September 16, 2011 as Document Number 20110916-0071921.**

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 the hand of said Grantor this 8th day of November, 2011.

Judy A. Dobbins

Judy A. Dobbins

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on November 8, 2011 by **Judy A. Dobbins**, who is personally known to me or has produced _____ as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 10, 2012

Maximum principal indebtedness for Tennessee recording tax purposes is _____.
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of TENNESSEE
County of DAVIDSON

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $_____, which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Subscribed and sworn to before me

This 8th day of NOVEMBER, 2011.

TONI BARRETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

(Seal) My Commission Expires MAR. 10, 2012

Judy A. Dobbins
Affiant

JUDY A. DOBBINS
Print Name

Toni Barrett
Notary Public

My commission expires:

March 10, 2012

Toni Barrett
Print Name

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

In construction of this affidavit 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.

Judy A. Dobbins, unmarried, 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 8th day of November, 2011, conveying the following described property, to-wit:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 53 ON THE PLAN OF COBBLESTONE CREEK PHASE TWO OF RECORD AS INSTRUMENT # 20060612-0069609, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO JUDY A. DOBBINS, UNMARRIED BY DEED FROM NVR, INC. T/A FOX RIDGE HOMES, OF RECORD IN INSTRUMENT # 20070611-0069708, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. TAX ID NO. 041010A05600C0

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 on **June 8, 2007**, by grantor in favor of **MERS, Inc., as nominee for NVR Mortgage Finance, Inc.,** and recorded at property records of **Davidson County**, **Tennessee** on **June 11, 2007 as Document No. 20070611-0069709 which was later assigned to Bank of America N.A. successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP and recorded September 16, 2011 as Document Number 20110916-0071921**. 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: November 8, 2011

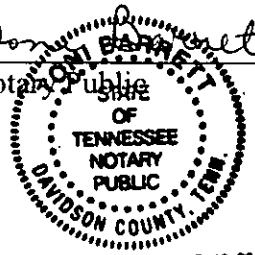
Judy A. Dobbins

Judy A. Dobbins

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on November 8, 2011 by **Judy A. Dobbins**, who is personally known to me or has produced _____ as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Notary Public



My Commission Expires MAR. 10, 2012