BILL GARRETT, Davidson County
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Commitment Number: 111010

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:
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 **Michael Galford** and **Candace B. Galford**, husband and wife, hereinafter called grantors, 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:

A CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT(S) 44, AS SHOWN ON THE MAP ENTITLED SECTION TWO, STANFORD VILLAGE, OF RECORD AS INSTRUMENT NO. 20010226-0017614, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CRISTIAN ARON AND LILIANA ARON, HUSBAND AND WIFE, BY DEED FROM STEVEN STACHOWIAK AND ANGELA STACHOWIAK, HUSBAND AND WIFE, OF RECORD AS INSTRUMENT NO. 20040610-0068601, AS RE-RECORDED AS INSTRUMENT NO. 20040823-0101353, DATED JUNE 4, 2004, SAID REGISTER'S OFFICE.

PARCEL NO. 173 11 0A 065.00

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **20061127-0145668**

COMMONLY known as: **712 Kelsey Court, Antioch, TN 37013**
Assessor's Parcel Number: **173 11 0A 065.00**

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 **November 21, 2006**, by grantor in favor of **Mortgage Electronic Registration Systems, Inc. as nominee Countrywide Home Loans, Inc.**, and recorded at property records of **Davidson County, Tennessee** on **November 27, 2006 as Document Number which was later assigned BAC Home Loans Servicing LP F/K/A Countrywide Home Loans Servicing, LP recorded September 13, 2011 in Instrument No. 20110913-0071081 in Davidson County**.

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 25th day of October, 2011.

Michael Galford

Candace B. Galford

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on Octobe 25th, 2011 by **Michael Galford** and **Candace B. Galford**, who are personally known to me or have produced personally appeared as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

Notary Public

My Commission expires 9-29-13

J. MICHAEL DAVIS
STATE
OF
TENNESSEE
NOTARY
PUBLIC
DAVIDSON COUNTY

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

Michael Galford and Candace B. Galford, 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 25th day of October, 2011, conveying the following described property, to-wit:

A CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT(S) 44, AS SHOWN ON THE MAP ENTITLED SECTION TWO, STANFORD VILLAGE, OF RECORD AS INSTRUMENT NO. 20010226-0017614, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO CRISTIAN ARON AND LILIANA ARON, HUSBAND AND WIFE, BY DEED FROM STEVEN STACHOWIAK AND ANGELA STACHOWIAK, HUSBAND AND WIFE, OF RECORD AS INSTRUMENT NO. 20040610-0068601, AS RE-RECORDED AS INSTRUMENT NO. 20040823-0101353, DATED JUNE 4, 2004, SAID REGISTER'S OFFICE.

PARCEL NO. 173 11 0A 065.00

Parcel ID # **173 11 0A 065.00**

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**, 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 **November 21, 2006**, by grantor in favor of **Mortgage Electronic Registration Systems, Inc. as nominee Countrywide Home Loans, Inc.**, and recorded at property records of **Davidson County, Tennessee** on **November 27, 2006 as Document Number which was later assigned BAC Home Loans Servicing LP F/K/A Countrywide Home Loans Servicing, LP recorded September 13, 2011 in Instrument No. 20110913-0071081 in Davidson County**.
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: October 25, 2011

Michael Galford

Candace B. Galford

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on October 25, 2011 by **Michael Galford** and **Candace B. Galford**, who are personally known to me or have produced personally appeared as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

Notary Public

My Commission expires 9-24-13

J. MICHAEL DAVIS
STATE
OF
TENNESSEE
NOTARY
PUBLIC
DAVIDSON COUNTY