BILL GARRETT, Davidson County
Trans:T20120028196 DEEDWARR
Recvd: 04/18/12 12:56 5 pgs
Fees:28.00 Taxes:2460.66
20120418-0033127

Prepared by:
Heather A. Spitz – Change of Title, Inc.
160 S. Old Springs Rd., Ste 260
Anaheim Hills, Ca 92808

Return to:
RELS CENTRALIZED TITLE
5700 SMETANA DRIVE SUITE 400
MINNETONKA MN 55343

File No. 0045313145

When Recorded Mail To:
Financial Dimensions, Inc.
1400 Lebanon Church Road
Pittsburgh, PA 15236
693913-1

770355728

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that **JOSHUA H. SMITH AND ALEXIS SMITH, AS HUSBAND AND WIFE**, hereinafter called grantor, for **$665,042.26** and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **WELLS FARGO BANK, N.A.**, 4101 WISEMAN BOULEVARD, MAC T7422-010, SAN ANTONIO, TX 78251, 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 County of DAVIDSON, State of Tennessee, described as follows:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT 402 OF WESTVIEW CONDOMINIUMS AS DEFINED IN THE MASTER DEED FOR THE WESTVIEW CONDOMINIUMS OF RECORD IN INSTRUMENT NO. 20050121-0008174, SAID REGISTER'S OFFICE.

Property Address: 180 9TH AVENUE UNIT#402 NASHVILLE, TN 37203
Parcel Number: 093-05-4B-005.00 CO

Being the same property conveyed to **Joshua H. Smith and wife, Alexis Smith** by deed from **McClaron and Associates, LLC**, dated **6/14/2005**, filed **6/23/2005** and recorded in Deed as Inst. No. **20050623-0071883** in **DAVIDSON** County Records.

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 affect 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 deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding 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 $665,042.26 and 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 as stated above with respect to that certain mortgage (deed of trust) signed on 02/28/2007, by grantor in favor of **WORLD SAVINGS BANK, FSB** and recorded in Instrument No. 20070306-0027476 real property records of DAVIDSON County, Tennessee on 03/06/2007.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the previsions hereof apply equally to corporations and to individuals. SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A".

IN WITNESS WHEREOF, the grantor has executed this instrument this 2 day of Feb., 2012

JOSHUA H. SMITH

ALEXIS SMITH

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson

Personally appeared before me Leonora Moore, a Notary Public in and for said County and State, the within named, **JOSHUA H. SMITH and ALEXIS SMITH**, with whom I personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 1820 West End Nash TN 37203, this day of 2 February, 2012

Leonora K Moore
Leonora K. Moore
Notary Public
My Commission Expired: 5/20/14

LEONORA K. MOORE
My Commission Expires
NOTARY PUBLIC AT LARGE
5/20/2014
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 165,042.26 which amount is equal or greater than the amount which the property was transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to me this 2 day of February, 2012.

Notary Public
My Commission Expires: 5/20/14

Leonora K Moore

My commission expires 5/20/14

LEONORA K. MOORE
NOTARY PUBLIC AT LARGE
My Commission Expires 5/20/2014
DAVIDSON COUNTY, TN

MAIL TAX STATEMENTS TO:
WELLS FARGO BANK, N.A.
4101 WISEMAN BOULEVARD, MAC T7422-010
SAN ANTONIO, TX 78251

GRANTEE NAME:
WELLS FARGO BANK, N.A.
4101 WISEMAN BOULEVARD, MAC T7422-010
SAN ANTONIO, TX 78251

Mail Tax Statements To:
Wells Fargo Bank, N.A.
4101 Wiseman Blvd, MAC T7422-010
San Antonio, TX 78251

EXHIBIT "A" ESTOPPEL
AFFIDAVIT

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

JOSHUA H. SMITH AND ALEXIS SMITH, AS HUSBAND AND WIFE, being first duly sworn, depose and say: That she is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO BANK, N.A.** dated the 2nd day of February 2012, conveying the following described property, to-wit:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT 402 OF WESTVIEW CONDOMINIUMS AS DEFINED IN THE MASTER DEED FOR THE WESTVIEW CONDOMINIUMS OF RECORD IN INSTRUMENT NO. 20050121-0008174, SAID REGISTER'S OFFICE.

Property Address: 180 9TH AVENUE UNIT#402 NASHVILLE, TN 37203

Parcel Number: 093-05-4B-005.00 CO

Being the same property conveyed to **Joshua H. Smith and wife, Alexis Smith** by deed from **McClaron and Associates, LLC**, dated **6/14/2005**, filed **6/23/2005** and recorded in Deed as Inst. No. **20050623-0071883** in **DAVIDSON** County Records.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to WELLS FARGO BANK, N.A., 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 WELLS FARGO BANK, N.A. therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WELLS FARGO BANK, N.A.;

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 creditors of 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 WELLS FARGO BANK, N.A. who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no 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 affiant of the sum of **$665,042.26** by WELLS FARGO BANK, N.A. and WELLS FARGO BANK, N.A. agreement to forbear 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 **WORLD SAVINGS BANK, FSB**, dated 02/28/2007and recorded in Instrument No. 20070306-0027476 of DAVIDSON County, State of Tennessee. At the time of making said deed in lieu of foreclosure affiant believed and now believes 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 WELLS FARGO BANK, N.A., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant, 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.

I/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.

IN WITNESS WHEREOF, the Affiants have executed this instrument this 2 day of Feb., 2012

JOSHUA H. SMITH

ALEXIS SMITH

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

Personally appeared before me Leonora K. Moore, a Notary Public in and for said County and State, the within named, **JOSHUA H. SMITH and ALEXIS SMITH**, with whom I personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 1820 West End, Nashville, TN 37203, this day of February, 2012

Leonora K Moore
Notary Public
My Commission Expired: 5/20/14

Leonora K Moore

LEONORA K. MOORE
My Commission Expires
NOTARY PUBLIC AT LARGE
5/20/2014
DAVIDSON COUNTY, TN

·U02574730·
7909 4/11/2012 77635728/1