Prepared by:

Cathy Chartier – Change of Title, Inc.
160 S. Old Springs Rd., Ste 260
Anaheim Hills, Ca 92808

Davidson County DEEDWARR
Recvd: 06/12/12 09:56 6 pgs
Fees:33.00 Taxes:361.71
20120612-0051265

Return to:

RELS CENTRALIZED TITLE
5700 SMETANA DRIVE SUITE 400
MINNETONKA MN 55343

File No. 171685997

# DEED IN LIEU OF FORECLOSURE
# TITLE OF DOCUMENT

KNOW ALL MEN BY THESE PRESENTS, that **SELMA JEAN HUGHES, A MARRIED WOMAN, JOINED BY HER SPOUSE ROY HUGHES, AND ROBERT SANDERSON AND JULIE SANDERSON, AS HUSBAND AND WIFE**, hereinafter called grantor, for **$97,758.15** and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **WELLS FARGO FINANCIAL TENNESSEE 1, LLC**, ONE HOME CAMPUS, MAC X2301-044, DES MOINES IA 50328, 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:

LOTS 1117 AND 1119 IN BLOCK NUMBER 168, PLAN NUMBER 1, WEST NASHVILLE, WHICH PLAN IS OF RECORD IN BOOK 57, PAGES 74 AND 75, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

LOTS 1117 AND 1119 JOIN EACH OTHER AND THE FRONT 25 FEET OF EACH LOT BEGIN ON THE NORTHERLY SIDE OF MICHIGAN AVENUE AND EXTENDS BACK NORTHERLY BETWEEN PARALLEL LINES 150 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY.

**Property Address:** 5210 MICHIGAN AVE., NASHVILLE, TN 37209

**Parcel Number:** 091.07-0-291

Being the same property conveyed to **Selma Jean Hughes, Robert Sanderson and Julie Sanderson** by deed from **Selma Jean Hughes AKA Jean Hughes by Lee A. Cohen, Trustee**, dated **06/09/2006**, filed **06/12/2006** and recorded in Deed as Inst. No. **20060612-0069898** 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 **$97,758.15** 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 **06/19/2007**, by grantor in favor of **WELLS FARGO FINANCIAL TENNESSEE 1, LLC** and recorded in **Instrument No. 20070625-0075582** real property records of **DAVIDSON** County, Tennessee on **06/25/2007**.

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 14th day of March, 2012

Selma Jean Hughes
SELMA JEAN HUGHES

Roy Hughes
ROY HUGHES

Robert Sanderson
ROBERT SANDERSON

Julie Sanderson
JULIE SANDERSON

STATE OF TENNESSEE )
) SS.
COUNTY OF Davidson )

Personally appeared before me Carol W. DiGiore, a Notary Public in and for said County and State, the within named, SELMA JEAN HUGHES, ROY HUGHES, ROBERT SANDERSON, and JULIE SANDERSON 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 Nashville, Tennessee, this day of March 14, 2012

Carol W. DiGiore
Notary Public
My Commission Expired: 9-9-14

CAROL DI GIORE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
September 9, 2014

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 $ 97,758.15, which amount is equal or greater than the amount which the property was transferred would command at a fair and voluntary sale.

Selma Jean Hughes Roy Hughes Robert Sanders
Julie Sanders

Subscribed and sworn to me this 11th day of March, 2012.

Carol Di Giore
Notary Public
My Commission Expires: 9-9-14

CAROL DI GIORE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES
September 9, 2014

**MAIL TAX STATEMENTS TO:**
Wells Fargo Financial Tennessee 1, LLC
One Home Campus, Mac X2301-044,
Des Moines, IA 50328

**GRANTEE NAME:**
Wells Fargo Financial Tennessee 1, LLC
One Home Campus, Mac X2301-044,
Des Moines, IA 50328

EXHIBIT "A" ESTOPPEL
AFFIDAVIT

STATE OF TENNESSEE )
) SS.
COUNTY OF Davidson )

**SELMA JEAN HUGHES, A MARRIED WOMAN, JOINED BY HER SPOUSE ROY HUGHES, AND ROBERT SANDERSON AND JULIE SANDERSON, AS HUSBAND AND WIFE**, being first duly sworn, depose and say: That she/he/they is/are the identical party(ies) who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO FINANCIAL TENNESSEE 1, LLC** dated the 14th day of March, 2012, conveying the following described property, to-wit:

LOTS 1117 AND 1119 IN BLOCK NUMBER 168, PLAN NUMBER 1, WEST NASHVILLE, WHICH PLAN IS OF RECORD IN BOOK 57, PAGES 74 AND 75, OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

LOTS 1117 AND 1119 JOIN EACH OTHER AND THE FRONT 25 FEET OF EACH LOT BEGIN ON THE NORTHERLY SIDE OF MICHIGAN AVENUE AND EXTENDS BACK NORTHERLY BETWEEN PARALLEL LINES 150 FEET TO THE SOUTHERLY MARGIN OF AN ALLEY.

**Property Address:** 5210 MICHIGAN AVE., NASHVILLE, TN 37209

**Parcel Number:** 091.07-0-291

Being the same property conveyed to **Selma Jean Hughes, Robert Sanderson and Julie Sanderson** by deed from **Selma Jean Hughes AKA Jean Hughes by Lee A. Cohen, Trustee**, dated **06/09/2006**, filed **06/12/2006** and recorded in Deed as Inst. No. **20060612-0069898** 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 FINANCIAL TENNESSEE 1, LLC, 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 FINANCIAL TENNESSEE 1, LLC therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WELLS FARGO FINANCIAL TENNESSEE 1, LLC;

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 FINANCIAL TENNESSEE 1, LLC 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 **$97,758.15** by WELLS FARGO FINANCIAL TENNESSEE 1, LLC and WELLS FARGO FINANCIAL TENNESSEE 1, LLC 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 WELLS FARGO FINANCIAL TENNESSEE 1, LLC, dated **06/19/2007** and recorded in Instrument No. **20070625-0075582** of **DAVIDSON** County, State of Tennessee, on **06/25/2007**. 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 FINANCIAL TENNESSEE 1, LLC, 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 14 day of March 20 12

Selma Jean Hughes
SELMA JEAN HUGHES

Roy Hughes
ROY HUGHES

Robert Sanderson
ROBERT SANDERSON

Julie Sanderson
JULIE SANDERSON

STATE OF TENNESSEE )
) SS.
COUNTY OF DAVIDSON )

Personally appeared before me Carol M. DiGiore, a Notary Public in and for said County and State, the within named, SELMA JEAN HUGHES, ROY HUGHES, ROBERT SANDERSON, and JULIE SANDERSON, 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 Hendersonville, Tennessee, this day of March 14, 2012

Carol M. DiGiore
Notary Public
My Commission Expired: 9-9-14

CAROL DI GIORE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES:
September 9, 2014

# True Copy Certification

I, Yolanda Henley, 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.

Yolanda Henley Signature

State of Texas

County of Tarrant

Personally appeared before me, Lonya Haynes, a notary public for this county and state, Yolanda Henley, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature Lonya Haynes

My Commission Expires: 11/3/2015

Notary' Seal (if on paper)

LONYA HAYNES
Notary Public, State of Texas
My Commission Expires
November 03, 2015