Davidson County DEEDWARR
Recvd: 09/24/12 12:33 7 pgs
Fees:38.00 Taxes:401.66
20120924-0086564

After Recording Return to:
AVENUE 365 LENDER SERVICES, LLC
Attn: JASMINE BAILEY
4000 CHEMICAL ROAD, SUITE 440
PLYMOUTH MEETING, PA 19462
File No. 3927

Amount Still Owing: $108,556.62

This document prepared by:
PAUL JUNGERS, Esq.,
8940 Main Street,
Clarence, NY 14031.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

PAUL JUNGERS, ESQ.

Tax ID No.:
06012012800

DEED IN LIEU OF FORECLOSURE

This deed is subject to the terms of an Estoppel Affidavit recorded concurrently, and Deed in Lieu of Foreclosure Agreement, both effective this 5th day of September 2012.

THIS INDENTURE made and entered into on this 5th day of September, by and between MICHAEL R. CASON, A SINGLE MAN AND CHANDA CLEGGETT, A SINGLE WOMAN, of 110 HART LANE, NASHVILLE, TN 37207, hereinafter referred to as Grantor(s) and WELLS FARGO BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR SRMOF II 2011-1 TRUST, of C/O SELENE FINANCE, LP, 9990 RICHMOND, SUITE 400 SOUTH, HOUSTON, TX 77042, hereinafter referred to as Grantee(s).

Witnesseth, That consideration for this Deed is the release of liability owed by Grantor under the terms of the Promissory Note dated 11/20/2006 executed by Grantor in favor of Mortgage Electronic Registration Systems, Inc., MERS is a separate corporation that is acting solely as a nominee for New Century Mortgage Corporation, and subsequently assigned to Grantee, to secure against the Property by Mortgage and to avoid foreclosure, and fees and costs associated with foreclosure. Grantor does hereby grant, bargain and sell, release and confirm unto the said Grantee(s), their heirs and assigns all that certain land more fully described on the attached Exhibit "A":

SEE ATTACHED EXHIBIT "A"

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Prior instrument reference: INSTRUMENT NUMBER 20061204-0149094, Recorded: 12/04/2006

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

GRANTORS hereby covenant with and represent unto the said Grantee and unto his successors or assigns, that they are lawfully seized in fee of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that they have a good and lawful right to sell and convey the same as aforesaid and that they will forever warrant and defend the title to same unto the said Grantee and unto his successors or assigns, forever, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

Subject to that certain Mortgage/Deed of Trust executed by MICHAEL R CASON AND CHANDA CLEGGETT, BOTH UNMARRIED PERSONS,as mortgagor/trustor and Mortgage Electronic Registration Systems, Inc., MERS is a separate corporation that is acting solely as a nominee for New Century Mortgage Corporation, as mortgagee/beneficiary dated 11/20/2006 recorded 12/04 2006 as Book/Page/Instrument No. 20061204-0149095 official records, County of DAVIDSON State of TENNESSEE.

The parties to this agreement specifically intend that this conveyance shall not constitute a merger of the interest of Lender under the mortgage/deed of trust with the fee title conveyed to the lender. It is the intention of the parties that the property shall remain subject to the liens of the mortgage/deed of trust as well as any other security interests in other collateral that lender holds or may hold. The loan documents shall be and remain at all times valid and continuous liens on the property and other sole discretion, subsequently execute.

This deed is an absolute conveyance, the grantor(s) having sold said land to the grantee(s) for a fair and adequate consideration. Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between grantor(s) and grantee(s) with respect to said land.

Assessor's parcel No. 06012012800

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this the day and year first above written.

Michael Cason
MICHAEL R. CASON

Chanda Cleggett
CHANDA CLEGGETT

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Personally appeared before me, the undersigned notary public of the aforesaid County and State, ~~DAVIDSON COUNTY, TENNESSEE~~ the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she executed the within instrument for the purposes therein contained.
MICHAEL R. CASON
Witness my hand, at offices, the 5 day of September, 2012.

Michelle Oyaghiro
Notary Public
Commission expires: 11-3-15

MICHELLE Y. OYAGHIRO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 3, 2015

STATE OF
COUNTY OF
Personally appeared before me, the undersigned notary public of the aforesaid County and State, ~~DAVIDSON COUNTY, TENNESSEE~~ the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she executed the within instrument for the purposes therein contained.
CHANDA CLEGGETT
Witness my hand, at offices, the 5 day of September, 2012.

Michelle Oyaghiro
Notary Public
Commission expires: 11-3-15

MICHELLE Y. OYAGHIRO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 3, 2015

VALUATION AFFIDAVIT

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $108,556.62, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary audit.

Jasmine Bailey
Affiant

Subscribed and sworn to before me this 19th day of September, 2012

Jennifer M. Lydic
Notary Public
Commission Expires _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JENNIFER M. LYDIC, Notary Public
Upper Southampton Twp., Bucks County
My Commission Expires August 27, 2014

Name and address for person(s) responsible for taxes:

WELLS FARGO BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR SRMOF II 2011-1 TRUST
C/O SELENE FINANCE, LP, 9990 RICHMOND, SUITE 400 SOUTH
HOUSTON, TX 77042

Name and address of property owner:

WELLS FARGO BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR SRMOF II 2011-1 TRUST
C/O SELENE FINANCE, LP, 9990 RICHMOND, SUITE 400 SOUTH
HOUSTON, TX 77042

EXHIBIT A
LEGAL DESCRIPTION

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT 13 ON THE MAP OF W.H. DODD'S SUBURBAN HOME TRACT, OF RECORD IN BOOK 161, PAGE 16, REGISTER'S OFFICE OF SAID COUNTY.

SAID PART OF SAID LOT 13 FRONTS 93.5 FEET (EXCLUDING 11 FEET CONVEYED BY DEED OF RECORD IN BOOK 3309, PAGE 189, REGISTER'S OFFICE FOR SAID COUNTY) ON THE SOUTHERLY SIDE OF AN UNNAMED STREET KNOWN AS HART STREET AS WIDENED BY THE GRANT OF A RIGHT OF WAY TO DAVIDSON COUNTY BY AN INSTRUMENT OF RECORD IN BOOK 2454, PAGE 591, REGISTER'S OFFICE FOR SAID COUNTY.

THE WESTERLY LINE OF THE PROPERTY HEREIN CONVEYED BEGINS AT A POINT IN THE SOUTHERLY MARGIN OF SAID UNNAMED STREET 100 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 13 AND EXTENDS BACK ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 13, 330 FEET TO A DEAD LINE TO THE SOUTHERLY MARGIN OF SAID LOT 13.

THE EASTERLY MARGIN OF SAID PROPERTY HEREIN CONVEYED BEGINS AT A POINT IN THE SOUTHERLY MARGIN OF SAID UNNAMED STREET 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 13 AND EXTENDS BACK ALONG A LINE PARALLEL WITH THE EASTERLY MARGIN OF SAID LOT 13 APPROXIMATELY 332.1 FEET TO A DEAD LINE IN THE REAR, AND MEASURING APPROXIMATELY 100 FEET THEREON.

SAID PROPERTY BEING DESCRIBED ACCORDING TO A MAP OF SAID LOT 13 PREPARED BY NORRIS H. HICKERSON, SURVEYOR, AND DATED JANUARY 19, 1961.

PARCEL ID NUMBER: 06012012800

PROPERTY COMMONLY KNOWN AS: 110 HART LANE, NASHVILLE, TN 37207

ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

BEFORE ME, the undersigned notary public, personally appeared MICHAEL R. CASON AND CHANDA CLEGGETT, who, having been first duly sworn according to law, represent, warrant, depose and say:

1. They have personal knowledge of all matters set forth in this Affidavit.

2. They are the Owners (hereinafter referred to as "Owner" or "Owners") of the fee simple title to certain real property (the "Property") situated in DAVIDSON County, TENNESSEE, legally described as follows:

See attached Exhibit "A"

PIN# 06012012800

3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is 110 HART LANE, NASHVILLE, TN 37207

4. The Owner is/are not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. The Owners is/are citizens of the United States of America, whose Social Security Numbers are on file in the with the issuing agent.

5. The Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except that the Property is leased by Owner as follows:

TENANT DATE OF LEASE

None

6. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Affiant aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted above.

7. There are no disputes concerning the location of the boundary lines of the Property as of this date.

8. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.

9. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment places on or installed in or on the Property as of this date.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of DAVIDSON County, TENNESSEE or any other courts, as of this date, nor has an assignment for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Owner is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

11. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.

12. The Owner, in the operation of the Property, has complied in all respects with the Sales Tax Law of the State of TENNESSEE. Additionally, Owner has paid in full all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

13. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.

14. All utilities necessary for the use for the Property set forth above are in place.

15. That the following judgments or liens recorded in DAVIDSON, State of TENNESSEE, which Owner has examined, are not against the Owner but are against other persons or entities of a similar name:

16. NONE

17. There are no federal tax claims, liens, or penalties assessed against Owner either individually or in any other capacity.

18. Owner has never changed his or her name, nor used any other name than that set forth herein at any time.

19. That Owner's marital status is:
____Married __✓__Single
____Married __✓__Single

20. If married, Owners have been married to each other and have been so married continuously since _____ without ever having been married to any other person now living.

21. The Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.

22. The Purchaser of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Owner understands that his certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

23. The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C., Section 9601.

24. This Affidavit is made (1) to induce WELLS FARGO BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR SRMOF II 2011-1 TRUST, (hereinafter referred to as "Grantee") to accept a Deed in Lieu of Foreclosure, and (2) to induce AVENUE 365 LENDER SERVICES, LLC to issue an Owner's policy of title insurance to the Grantee.

25. The Owner has not and Owner hereby agrees and represents that it will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to the mortgaging or conveying of the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

26. That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the Grantee, or its successor or assigns; that the consideration in aforesaid deed was and is payment to Owner of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations by the said Grantee, or its successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and more fully described in the Deed executed simultaneously with this Affidavit, cancellation of record of said mortgage by the Grantee.

27. That the aforesaid deed of conveyance was made by Owner as the result of their request that the Grantee accept such deed, and was their free and voluntary act; that at the time of making said deed Owner felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against other creditors of Owner; that at the time it was given there was no other person or persons, firms, or corporations, other than the Grantee interested, either directly or indirectly, in said premises; that Owner is solvent and has no other creditors whose right would be prejudiced by such conveyance, and that Owner is not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that Owner in offering to execute the aforesaid deed to the Grantee, and in executing same, was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, the agent or attorney or any other representative of the Grantee, and that it was the intention of Owner as grantors in said deed to convey and by said deed Owner did convey to the Grantee all their right, title, and interest absolutely in and to the premises described in said deed.

28. That the aforesaid deed of conveyance made by Owner was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Grantee consents to the acceptance of such deed, after approval of title by the Grantee. Grantee agrees to notify the owner of the acceptance or non acceptance of such deed within 30 days, after the property has been vacated and the Grantee is in receipt of the fully executed Deed. The receipt or acceptance on said deed as aforesaid shall in no way restrict the right of the Grantee, or the right of its successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after this date, Owner also assigns, transfers, and sets over to the Grantee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.

29. This affidavit is made for the protection and benefit of the aforesaid Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

30. Owner agrees to indemnify and hold Policy Issuing Agent and Underwriter harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which Policy Issuing Agent and Underwriter shall sustain or become liable for under its policy of title insurance not to be issued on account of or in reliance upon any statements made herein, including but not limited to, any matters that may be recorded between the effective date of

the Commitment referenced above and the time of the recording the instrument described in said Commitment.

NOTICE TO VACATE

31. Owner agrees that upon notification of acceptance of Owner's request for a Deed in Lieu of Foreclosure, Owner will vacate and turn over possession of the Property to the Grantee upon demand, or on or before _____.

32. Failure to vacate the premises as required may not only delay the Deed in Lieu process and/or render the Deed in Lieu Agreement null and void, but may also cause Lender to contact local authorities to remove Owner from the property.

33. This Affidavit is made and given by Owner with full knowledge of applicable state laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

FURTHER AFFIANT SAYETH NOT.

Michael Cason
MICHAEL R. CASON

Chanda Clegget
CHANDA CLEGGETT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC OF THE AFORESAID COUNTY AND STATE, ~~TENNESSEE~~ MICHAEL R. CASON, THE WITHIN NAMED BARGAINER, WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO ACKNOWLEDGED THAT HE/SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND, AT OFFICES, THE 5 DAY OF September 20 12.

Michelle Oyaghiro
NOTARY PUBLIC
COMMISSION EXPIRES: 11-3-15

MICHELLE Y. OYAGHIRO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 3, 2015

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC OF THE AFORESAID COUNTY AND STATE, ~~TENNESSEE~~ CHANDA CLEGGETT, THE WITHIN NAMED BARGAINER, WITH WHOM I AM PERSONALLY ACQUAINTED (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO ACKNOWLEDGED THAT HE/SHE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND, AT OFFICES, THE 5 DAY OF September 2012.

Michelle Oyaghiro
NOTARY PUBLIC
COMMISSION EXPIRES: 11-3-15

MICHELLE Y. OYAGHIRO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 3, 2015

THIS DOCUMENT PREPARED BY:

PAUL JUNGERS, ESQ.,
8940 MAIN STREET,
CLARENCE, NY 14031.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

PAUL JUNGERS, ESQ.

True Copy Certification

I, Jennifer Lydic, 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.

Jennifer Lydic
Signature

State of PA

County of Montgomery

Personally appeared before me, Shawnna Sorenson, a notary public for this county and state, Jennifer Lydic 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: 5/17/15
Notary' Seal (if on paper)

NOTARIAL SEAL
SHAWNNA LEIGH SORENSON
Notary Public
PLYMOUTH TWP., MONTGOMERY COUNTY
My Commission Expires May 17, 2015