BILL GARRETT, Davidson County
Trans:T20130027381 DEEDWARR
Recvd: 04/04/13 11:12 5 pgs
Fees:28.00 Taxes:467.87

20130404-0033323

This Instrument prepared by: GLADYS SERRANO
Deeds on Demand, PC, 5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462

Return: ✓

MAP AND PARCEL # **DEED IN LIEU OF FORECLOSURE**
APN:032-13-0-045.00
KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF One Hundred Twenty-Six Thousand, Four Hundred Fifty and 68/100 Dollars ($126,450.68) and other good and valuable consideration, cash in hand paid, the receipt and sufficiency which is hereby acknowledged by JOSE LUIS RODRIGUEZ, unmarried, whose mailing address is 1709 Autumn Ridge Drive, Nashville, Tennessee 37207-1042, hereinafter referred to as "Grantor", does hereby grant, convey and warrant unto BAYVIEW LOAN SERVICING, LLC, a Delaware limited liability company, in fee simple, whose mailing address is 4425 Ponce De Leon Boulevard, 5th Floor, Coral Gables, Florida 33146, the following lands and property together with all improvements located thereon, in the County of Davidson,, State of Tennessee:

Land in Davidson County, Tennessee, being Lot No. 44 on the Plan of Timbertrail Subdivision, Section 4, of record in Book 5200, Page 634, Register's Office for said county, to which plat reference is hereby made for a more complete legal description.

Being the same property conveyed to Jose Luis Rodriguez, unmarried, by deed from Michael R. McCullough and wife, Opal C. McCullough, recorded 05/30/2007 in Deed 20070530-0064250, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belonging.

Prepared by: Deeds on Demand, PC
5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462 (757) 321-6936
The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of the Deed on Demands, Client Disclosure and Agreement (see www.deedsondemandusa/agreement), and that the attorney/client relationship between the client(s) ordering and paying for the instrument and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. **Order 01-1026.**

✓ RETURN TO:
TIMIOS, INC
5716 CORSA AVENUE
SUITE 102
WESTLAKE VILLAGE, CA 91362

The Grantor does hereby covenant with the Grantee that Grantor is lawfully seized in fee simple of the aforedescribed real estate; that Grantor has a good right to sell and convey the same; that the same is unencumbered except any taxes not yet due but constituting a lien which are assumed by Grantee.

THIS CONVEYANCE made subject to all easements, and building or use restrictions of record, including, but not limited to, those for public roads and highways, restrictive covenants, utilities, railroads, and pipelines. The conveyance is also subject to all applicable zoning, ordinances, statutes, rules, or regulations, as amended.

WITNESS the following signature and seal:

Jose Luis Rodriguez (seal)
JOSE LUIS RODRIGUEZ

STATE OF TENNESSEE
COUNTY OF Davidson to-wit:

I, the undersigned Notary Public, in and for the County and State aforesaid, do hereby certify that JOSE LUIS RODRIGUEZ has acknowledged the same before me in the County and State aforesaid, on this 29th day of January, 2013.

Callida Gomez
Notary Public
My Commission expires: 09/28/2014

CALLIDA GOMEZ
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

VALUATION AFFIDAVIT

I/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 $ ~~XXXXX~~ 126,450.68 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary audit.

Jose Luis Rodriguez.
Affiant

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Subscribed and sworn to before me this 29th day of January, 2013.

Callida Gomez

Notary Public
My Commission expires: 09/23/2014

CALLIDA GOMEZ
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Grantor(s) Name, Address
JOSE LUIS RODRIGUEZ
1709 Autumn Ridge Drive
Nashville, Tennessee 37207-1042

Send tax statements to:
Grantee(s) Name, Address
BAYVIEW LOAN SERVICING, LLC
4425 Ponce De Leon Boulevard, 5th Floor
Coral Gables, Florida 33146

Prepared by: Deeds on Demand, PC
5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462 (757) 321-6936
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ESTOPPEL AFFIDAVIT
Deed in Lieu of Foreclosure

I, Jose Luis Rodriguez, being first duly sworn, states, under penalty of perjury as follows:

1. I am over the age of Eighteen (18) years and otherwise competent to make this Affidavit.
2. The statements contained in this Affidavit are based on my personal knowledge.
3. I am the same party who made, executed, and delivered or is about to make, execute, and deliver a deed to Bayview Loan Servicing, LLC, which is attached to this Affidavit and incorporated by reference into this Affidavit as though fully set forth here ("Deed") conveying the property following described in the Deed ("Real Property").
4. The Deed is intended to be an absolute conveyance to the title to the Real Property and is not intended as a mortgage, trust conveyance, or security of any kind.
5. It is my intention to covey to Bayview Loan Servicing, LLC, all of my right, title, and interest to the Real Property.
6. Possession of the property has or will be surrendered to Bayview Loan Servicing, LLC, as set forth in a certain Deed in Lieu of Foreclosure Agreement between Bayview Loan Servicing, LLC, and me.
7. In executing and delivering the Deed, I am not under any legal disability such as coercion, duress, or undue influence, and I have acted freely, voluntarily, and of my own free will.
8. The consideration for executing the Deed is more fully set forth in the Deed in Lieu of Foreclosure Agreement. The consideration I have received for executing the Deed is fair under the circumstances.
9. I have conducted an independent investigation of the fair market value of the property and have determined that, based on that investigation, there is no equity in the Real Property.
10. I have not declared bankruptcy and have no current plans to declare bankruptcy.
11. Execution of the Deed will not render me insolvent or lead to me declaring bankruptcy.
12. This Affidavit is made for the protection and benefit of Bayview Loan Servicing, LLC; Timios, Inc.; and/or, the successors and/or assigns of either of them.

13. I understand that Bayview Loan Servicing, LLC, and Timios, Inc., are relying on the statements contained in this Affidavit and the representations, warranties, and agreements made by me in the Deed in Lieu of Foreclosure Agreement in executing that Agreement and agreeing to its terms and provisions.
14. All other persons or business entities subsequently dealing with or whom may acquire an interest in the Real Property, and all title insurance companies that insure title to the Real Property (including, but not limited to Timios, Inc.) are entitled to rely on the statements made in this Affidavit and the representations, warranties, and agreements made by me in the Deed in Lieu of Foreclosure Agreement.
15. I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against Bayview Loan Servicing, LLC; and/or Timios, Inc., and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

The foregoing is true and correct.

Jose Luis Rodriguez.
Jose Luis Rodriguez

Subscribed to and sworn (or affirmed) before me on this 29th day of January, 2013, 2013, by Jose Luis Rodriguez, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Callida Gomez
Notary Public
My Commission expires on:
09/23/2014

CALLIDA GOMEZ
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON