Davidson County DEEDWARR
Recvd: 07/08/13 08:17 8 pgs
Fees:43.00 Taxes:468.04
20130708-0070053

Commitment Number: 04918TN13

This instrument prepared by:
Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Tennessee Bar Number: 015569.

Name And Address For Person(s) Responsible For Taxes:
**REOCO, Inc.** (New Owner)
4282 North Freeway, Fort Worth, TX 76137.

After Recording, Mail/Return to:
Trustee Management Company
10975 El Monte Street Suite 225
Overland Park, KS 66211

# DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that and **Emily Shropshire, married to and joined by William Shropshire** hereinafter called grantors, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **REOCO, Inc.**, 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:

**BEING LOT NO. 2 AND PART OF LOT NO. 1 ON THE FINAL PLAT OF PHASE 4 OF THE VILLAS OF LAKEWOOD, OF RECORD IN PLAT BOOK 9700, PAGE 69, REGISTER'S OFFICE FOR DAVIDSON COUNT, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPETE AND ACCURATE LEGAL DESCRIPTION OF SAID LOTS.**

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **20040122-0008668**

COMMONLY known as: **307 24TH St., Old Hickory, TN 37138**
Assessor's Parcel Number: **:05308001700**
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 in accord with the Estoppel Affidavit attached hereto as Exhibit A.

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

| | |
|---|---|
| Document Type: | **DEED OF TRUST** |
| Execution Date: | **12/22/2006** |
| Instrument: | **20070104-0001774** |
| Recorded Date: | **01/04/2007** |
| Loan Amount: | **$124,500.00** |
| MaturityDate: | **01/01/2037** |
| GrantorName: | **WILLIAM SHROPSHIRE AND EMILY SHROPSHIRE** |
| Beneficiary: | **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ATLANTIC FINANCIAL, INC.** |

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 20TH day of JUNE, 2013.

**William Shropshire**

**Emily Shropshire**

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me on JUNE 20, 2013 by **William Shropshire** and **Emily Shropshire** who are personally known to me or have produced _____ 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.

JACQUELINE S. CHANEY
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

Notary Public
My Commission Expires 11/12/2014

Maximum principal indebtedness for Tennessee recording tax purposes is 126,498.03
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of KS
County of Johnson

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $126,498.03, which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Subscribed and sworn to before me

This 5th day of July, 2013.

Affiant

Jourdan Steward
Print Name

CATHERINE DANIEL
Notary Public, State of Kansas
My Appointment Expires
6/19/2017

(Seal)

Notary Public

My commission expires:
06/19/2017

Catherine Daniel
Print Name

EXHIBIT "A"

**ESTOPPEL AFFIDAVIT**

STATE OF TN
COUNTY OF Davidson

**Emily Shropshire**, married to and joined by **William Shropshire,** 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 **REOCO, Inc.**, dated the 20th day of June, 2013, conveying the following described property, to-wit:

**BEING LOT NO. 2 AND PART OF LOT NO. 1 ON THE FINAL PLAT OF PHASE 4 OF THE VILLAS OF LAKEWOOD, OF RECORD IN PLAT BOOK 9700, PAGE 69, REGISTER'S OFFICE FOR DAVIDSON COUNT, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPETE AND ACCURATE LEGAL DESCRIPTION OF SAID LOTS.**
Parcel ID # **05308001700**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **REOCO, Inc.**, 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 **REOCO, Inc.**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **REOCO, Inc.**;

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 **REOCO, Inc.**, 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 **REOCO, Inc.**, 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 to **REOCO, Inc.**, on December 22, 2006 and recorded at **Book** X, **Page** X **and Document Number*** _____ of the real property records of **Davidson County**, **Tennessee**. At the time
*20070104-0001774

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 **REOCO, Inc.**, 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: 6/20/13

**William Shropshire**

**Emily Shropshire**

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on 6/20, 2013 by **William Shropshire** and **Emily Shropshire** who are personally known to me or have produced _____ 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.

JACQUELINE S. CHANEY
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

Notary Public

My Commission Expires 11/12/2014

## True Copy Certification

I, Jourdan Steward, 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.

Jadan Steward
Signature

State of Kansas

County of Johnson

Personally appeared before me, Stephanie Noblit a notary public for this county and state, Jourdan Steward, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Stephanie Noblit
Notary's Signature

My Commission Expires: _____
Notary' Seal (if on paper)

STEPHANIE NOBLIT
Notary Public
State of Kansas
My Commission Expires 2-26-2014