BILL GARRETT, Davidson County
Trans: 20130103866 DEEDWARR
Recvd: 12/12/13 10:05 9 pgs
Fees:48.00 Taxes:606.80

20131212-0125770

This Instrument prepared by:

Daniel R. Morris, Esq.
Deeds on Demand, PC, 5029 Corporate Woods Drive, Suite 175, Virginia Beach, VA 23462

Return to: Timios, Inc
5716 Corsa Ave, Suite 102
Westlake Village, CA 91362

Name and Address of New Owner:	Name and Address of Entity Responsible for Payment of Real Property Taxes	Tax Map Parcel No.:
Bayview Loan Servicing, LLC	BAYVIEW LOAN SERVICING, LLC	064-09-0-203.00
4425 Ponce de Leon Blvd	4425 PONCE DE LEON BLVD	
Coral Gables, FL 33146	CORAL GABLES, FL 33146	

925998

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR AND IN CONSIDERATION OF ONE HUNDRED SIXTY FOUR THOUSAND DOLLARS ($164,000.00) and other good and valuable consideration, cash in hand paid, the receipt and legal sufficiency of all of which is hereby acknowledged, ROBERT E. HILLS and TAMMY HILLS, husband and wife, hereinafter referred to as "Grantor", has this day bargained and sold, transferred and conveyed and by these presents does bargain, sell, transfer and convey with special warranty unto BAYVIEW LOAN SERVICING, LLC, a Delaware Limited Liability Company, 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:

Being Lot No. 43 on the Plan of Southfork, Section One, as of record in Plat Book 6250, Page 384, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Robert E. Hills and wife, Lori A. Hills by deed from Andrew Harris and wife, Shona Harris recorded 06/06/2006 in Deed 20060606-0066696, in the Office of the County Register of Deeds, for Davidson County, Tennessee.

LORI A. HILLS IS NOW DECEASED

Statement required by T.C.A. 66-24-121: The foregoing legal description is the same as contained in the previous deed of record.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto appertaining unto Grantee, his/hers/their successors and assigns in fee simple forever.

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 Deeds on Demand Invoice, Client Disclosure and Agreement (see www.deedsondemand.com/terms-of-service.aspx), 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 # 11-1673**

Grantor covenants that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor but not further nor otherwise.

The words "Grantor" and "Grantee" shall include their respective successors and assigns where the context requires or permits.

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.

NO MERGER. GRANTOR AGREES AND ACKNOWLEDGES THAT ITS ENTRY INTO THIS DEED AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY SHALL NOT RESULT IN A MERGER OF TRANSFEREE'S INTEREST UNDER THE DEED OF TRUST WITH TRANSFEREE'S INTEREST UNDER THE DEED. THE TERMS, COVENANTS, REPRESENTATIONS, AND WARRANTIES OF THIS AGREEMENT SHALL NOT MERGE INTO THE DEED BUT SHALL SURVIVE THE CLOSE OF THE TRANSACTION CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 21 day of NOVEMBER, 2013.

Robert E. Hills (seal)
ROBERT E. HILLS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, the undersigned Notary Public, in and for the County and State aforesaid, do hereby certify that ROBERT E. HILLS, with whom I am personally acquainted (or who has proved to me their identity on the basis of satisfactory evidence), has, upon oath, acknowledged the same before me and has executed the foregoing instrument for the purpose therein contained, by signing his/her/their name(s), on this 21st day of NOVEMBER, 2013.

Notary Public
My Commission expires: 11/6/2017

ALVIN JOHNSON, SR.
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936.
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Tammy Hills (seal)
TAMMY HILLS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, the undersigned Notary Public, in and for the County and State aforesaid, do hereby certify that TAMMY HILLS, with whom I am personally acquainted (or who has proved to me their identity on the basis of satisfactory evidence), has, upon oath, acknowledged the same before me and has executed the foregoing instrument for the purpose therein contained, by signing his/her/their name(s), on this 21st day of NOVEMBER, 2013.

Notary Public
My Commission expires: 11/6/2017

ALVIN JOHNSON, SR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

VALUATION AFFIDAVIT

I, 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 $164,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Robert E. Hills - Tammy Hills
Affiant/Grantee

Subscribed and sworn to before me this 21st day of NOVEMBER, 2013.

Notary Public
My Commission expires: 11/6/2017

ALVIN JOHNSON, SR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Prepared by Deeds on Demand, PC
5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936.
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(EXHIBIT TO DEED IN LIEU OF FORECLOSURE)

ESTOPPEL AFFIDAVIT

I, Robert E. Hills, 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 convey 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 warrant and represent that the following statement that is checked and initialed by me is true and accurate and the remaining statements are inapplicable to this matter:

    a. ☐ I have not previously declared bankruptcy and a bankruptcy case in my name is neither currently pending nor has ever been pending in any Federal Bankruptcy Court. [Initials: _____].

b. ☐ I previously declared bankruptcy. That bankruptcy petition was dismissed and is not currently pending in any Federal Bankruptcy Court. [Initials: _____].

c. ☒ I previously declared bankruptcy. I received a discharge from the bankruptcy court and a copy of that discharge is attached to this Affidavit. [Initials: RE H].

11. I have no current plans to file a petition for bankruptcy in the foreseeable future.
12. I am not currently a party to any lawsuit in any Court that could affect my ability to transfer the Real Property to Bayview Loan Servicing, LLC.
13. 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.
14. All representations, statements or warranties made by me in the Deed in Lieu of Foreclosure Agreement are true and accurate to the best of my knowledge.
15. 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.
16. The conveyance contemplated by the Deed in Lieu of Foreclosure Agreement and any Exhibits to the Deed in Lieu of Foreclosure Agreement is a straightforward conveyance and not an equitable mortgage.
17. The conveyance contemplated by the Deed in Lieu of Foreclosure Agreement and any Exhibits to the Deed in Lieu of Foreclosure Agreement will neither render me insolvent nor will it cause me to file for bankruptcy.
18. 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.
19. 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.

Robert Hills
Robert E. Hills

County of DAVIDSON)
) **SS**
State of TENNESSEE)

Subscribed to and sworn (or affirmed) before me on this 21ST day of NOVEMBER, 2013, by Robert E. Hills, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public
My Commission expires on: 11/6/2017

ALVIN JOHNSON, SR.
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

(EXHIBIT TO DEED IN LIEU OF FORECLOSURE)

ESTOPPEL AFFIDAVIT

I, Tammy Hills, 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 convey 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 warrant and represent that the following statement that is checked and initialed by me is true and accurate and the remaining statements are inapplicable to this matter:

    a. ☑ I have not previously declared bankruptcy and a bankruptcy case in my name is neither currently pending nor has ever been pending in any Federal Bankruptcy Court. [Initials: TH].

b. ☐ I previously declared bankruptcy. That bankruptcy petition was dismissed and is not currently pending in any Federal Bankruptcy Court. [Initials: _____].

c. ☐ I previously declared bankruptcy. I received a discharge from the bankruptcy court and a copy of that discharge is attached to this Affidavit. [Initials: _____].

11. I have no current plans to file a petition for bankruptcy in the foreseeable future.
12. I am not currently a party to any lawsuit in any Court that could affect my ability to transfer the Real Property to Bayview Loan Servicing, LLC.
13. 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.
14. All representations, statements or warranties made by me in the Deed in Lieu of Foreclosure Agreement are true and accurate to the best of my knowledge.
15. 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.
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19. 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.

Tammy Hills

County of DAVIDSON)
) **SS**
State of TENNESSEE)

Subscribed to and sworn (or affirmed) before me on this 21ST day of NOVEMBER, 2013, by Tammy Hills, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public
My Commission expires on: 11/6/2017

ALVIN JOHNSON, SR.
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY