BILL GARRETT, Davidson County
Trans:T20140015692 DEEDWARR
Recvd: 03/07/14 10:49 10 pgs
Fees:53.00 Taxes:769.57
20140307-0019322

This instrument prepared by:
Robert S. Coleman, Jr.
1405 North Pierce, Suite 306
Little Rock, Arkansas 72207

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

ADDRESS NEW OWNER AS FOLLOWS:	MAIL TAX STATEMENT TO:	MAP PARCEL NUMBERS:
The Bank of New York Mellon 13801 Wireless Way Oklahoma City, OK 73134	The Bank of New York Mellon 13801 Wireless Way Oklahoma City, OK 73134	101-000-155-00

KNOWN ALL MEN BY THESE PRESENTS, that **Christopher Saetveit and Cyndi Collett, both unmarried individuals, their heirs and assigns**, hereinafter called grantor, for $10.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**, successors and assigns all of that certain hereinafter called grantee, and unto grantee'real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the Davidson County, Tennessee, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

BEING THE SAME PROPERTY CONVEYED TO CHRIS T. SAETVEIT, FROM CYNDI COLLETT, BY QUITCLAIM DEED DATED 7/20/2013, AND RECORDED 7/25/2013, IN INSTRUMENT NO. 20130725-0076925, IN THE OFFICE OF THE RECORDER FOR DAVIDSON COUNTY, TENNESSEE.

COMMONLY known as: 537 Hickory Trail Drive Nashville, TN 37209

The borrower agrees to vacate _____, and leave in broom swept condition free of any personal property, by _____.

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 herebywaived. This paragraph shall be inapplicable in the even 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 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 signed on the September 22, 2006, by grantor in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Wilmington Finance, Inc. and recorded as Document No. 20060928-0119958, real property records of Davidson County, Tennessee on the September 28, 2008, and according to public record the beneficial interest of the Deed of Trust was assigned to The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1 by assignment recorded October 21, 2013, as Document No. 20131021-0109716.

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 our hand this 10 day of February, 20 14, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Cyndi Collett
Cyndi Collett

ACKNOWLEDGMENT

STATE OF Tennessee)

COUNTY OF Davidson) ss

Personally appeared before me, Abby L. Cameron, a Notary Public in and for said County and State, Cyndi Collett the within named bargainor, individual(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Given under my hand and official seal of office at Reliant Bank
this 10th day of February, A.D., 20 14.

NOTARY STAMP/SEAL

ABBY L. CAMERON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03.08.2016

Abby L. Cameron
NOTARY PUBLIC
Notary Commission Expires: March 8, 2016

Witness our hand this 21st day of January, 2014, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Christopher Saetveit

ACKNOWLEDGMENT

STATE OF TN)

COUNTY OF Rutherford) ss

Personally appeared before me, ~~STATE~~ S. Sherril, a Notary Public in and for said County and State, Christopher Saetveit the within named bargainor, individual(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Given under my hand and official seal of office at Rutherford County Clerk this 21st day of January, A.D., 2014.

NOTARY ~~STAMP~~ SEAL

S. SHERRIL
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY, TENN.

SSherril

NOTARY PUBLIC

Notary Commission Expires: 5/17/2014

AFFIDAVIT OF VALUE
STATE OF TN)

COUNTY OF Rutherford)

The actual consideration or value whichever is greater, for this transfer is $207,991.84.

Subscribed and sworn to before me this the 21st day of January, 2014.

(Affix Seal)

x _____
Affiant

_____
Notary Public

My Commission Expires: 5/17/14

S. SHERRILL
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY, TENN.

EXHIBIT "A"
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT 24, PLAN OF HICKORY TRAIL FARMS, SECTION II, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4460, PAGE 194, IN THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

SUBJECT TO ALL RESTRICTIONS, EXCEPTIONS, RESERVATIONS, STIPULATIONS, CONDITIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD.

BEING THE SAME PROPERTY CONVEYED TO CHRIS T. SAETVEIT, FROM CYNDI COLLETT, BY QUITCLAIM DEED DATED 7/20/2013, AND RECORDED 7/25/2013, IN INSTRUMENT NO. 20130725-0076925, IN THE OFFICE OF THE RECORDER FOR DAVIDSON COUNTY, TENNESSEE.

PROPERTY ADDRESS: 537 HICKORY TRAIL DR, NASHVILLE, TN 37209

TAX ID NO.: 10100015500

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Christopher Saetveit and Cyndi Collett, both unmarried individuals, their heirs and assigns, 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 the **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**, dated the _____ day of _____, 2014, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel ID # 101-000-155-00

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**, 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 **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**;

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 **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**, indirectly, in said premises; that these who have interest, either directly or 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 $207,991.84 by **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**, 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 Mortgage Electronic Registration Systems, Inc., as nominee for Wilmington Finance, Inc. and recorded as Document No. 20060928-0119958, real property records of Davidson County, Tennessee on the September 28, 2008, and according to public record the beneficial interest of the Deed of Trust was assigned to The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1 by assignment recorded October 21, 2013, as Document No. 20131021-0109716. At the time 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 **The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1**, 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.

Witness our hand this 10 day of Feb, 20 14, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Cyndi Collett

Cyndi Collett

ACKNOWLEDGMENT

STATE OF Tennessee)

COUNTY OF Davidson) ss

Personally appeared before me, Abby L. Cameron, a Notary Public in and for said County and State, Cyndi Collett the within named bargainor, individual(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Given under my hand and official seal of office at Reliant Bank this 19th day of February, A.D., 20 14.

NOTARY STAMP/SEAL

ABBY L. CAMERON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-08-2016

Abby L. Cameron

NOTARY PUBLIC

Notary Commission Expires: March 8, 2016

Witness our hand this 21st day of January, 2014, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Christopher Saetveit

ACKNOWLEDGMENT

STATE OF TN)

COUNTY OF Rutherford) ss

Personally appeared before me, S. Sherril, a Notary Public in and for said County and State, Christopher Saetveit the within named bargainor, individual(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Given under my hand and official seal of office at Rutherford County Clerk this 21st day of January, A.D., 2014.

NOTARY STAMP/SEAL

S. SHERRIL
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY, TENN.

SSherril

NOTARY PUBLIC

Notary Commission Expires: 5/17/14