BILL GARRETT, Davidson County
Trans:T20140031163 DEEDWARR
Recvd: 05/06/14 12:30 8 pgs
Fees:43.00 Taxes:1973.37
20140506-0038522

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:
U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust 13801 Wireless Way Oklahoma City, OK 73134	U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust 13801 Wireless Way Oklahoma City, OK 73134	130080A00300CO

KNOWN ALL MEN BY THESE PRESENTS, that **Eric Vogel and Brenda Vogel, Husband and Wife**, hereinafter called grantor, for $533,342.53 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust,** its 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 Eric Vogel and wife, Brenda Vogel by Warranty Deed dated 12/0812006 from Joe D. Pinion and wife, Mary Frances Pinion of record in Instrument 200612120153236, Register's Office for Davidson County, Tennessee.

COMMONLY known as: 2200 Harding Place, Unit 3, Nashville, TN 37215

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 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 January 14, 2008, by grantor in favor of Beneficial Tennessee Inc. and recorded as Instrument No. 20080115-0004519, real property records of Davidson County, Tennessee on the January 15, 2008.

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 8th day of April, 2014, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Eric Vogel

Brenda Vogel

ACKNOWLEDGMENT

STATE OF Tennessee)

COUNTY OF Williamson) ss

Personally appeared before me, William S. Carman, a Notary Public in and for said County and State, Eric Vogel and Brenda Vogel 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 Franklin, TN this 8th day of April, A.D., 2014.

NOTARY STAMP/SEAL

WILLIAM S. CARMAN NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF WILLIAMSON

NOTARY PUBLIC
Notary Commission Expires: 1-14-2018

AFFIDAVIT OF VALUE
STATE OF Tennessee)

COUNTY OF Williamson)

The actual consideration or value whichever is greater, for this transfer is $533,342.53.

Subscribed and sworn to before me this the 8th day of Apr. 1,
20 14.

(Affix Seal)

Brenda Vogel
Affiant

Notary Public
My Commission Expires: 1-14-2018

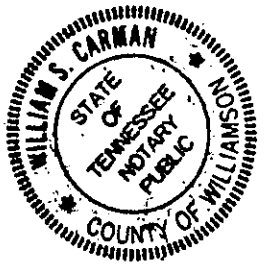


EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Eric Vogel and Brenda Vogel, Husband and Wife, 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 **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust**, dated the 8th day of April, 2014, conveying the following described property, to-wit:

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

Parcel ID # 130080A00300CO

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust**, 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 **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust**;

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 **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust**, 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 $533,342.53 by **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust**, 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 Beneficial Tennessee Inc. and recorded as Instrument No. 20080115-0004519, real property records of Davidson County, Tennessee on the January 15, 2008. 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 **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust**, 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 8th day of April, 2014, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Eric Vogel

Eric Vogel

Brenda Vogel

Brenda Vogel

ACKNOWLEDGMENT

STATE OF Tennessee)

COUNTY OF Williamson) ss

Personally appeared before me, _____, a Notary Public in and for said County and State, Eric Vogel and Brenda Vogel 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 Franklin, TN this 8th day of April, A.D., 2014.

NOTARY STAMP/SEAL

WILLIAM S. CARMAN NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF WILLIAMSON

William Carman

NOTARY PUBLIC

Notary Commission Expires: 1-14-2018

EXHIBIT "A"
LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Unit No. 3, together with the appurtenant interest in the common elements of 2200 Harding Place, a horizontal property regime established by Master Deed and By-Laws, of record in Book 5971, Page 574, corrected in Book 5989, Page 549, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "B" to the aforementioned Master Deed and By-Laws and being located upon Lot No. 2 on the Plan of 2200 Harding Place of record in Plat Book 5200, Page 463, as amended in Book 8586, Page 271, in the Register's Office for Davidson County, Tennessee.

SUBJECT TO all restrictions, exceptions, reservations, stipulations, conditions, rights of way and easements of record.

Being the same property conveyed to Eric Vogel and wife, Brenda Vogel by Warranty Deed dated 12/0812006 from Joe D. Pinion and wife, Mary Frances Pinion of record in Instrument 200612120153236, Register's Office for Davidson County, Tennessee.

Property Address:

2200 Harding Place, Unit 3
Nashville, TN 37215

Parcel ID#: 130080A00300CO