BILL GARRETT, Davidson County
Trans:T20140033904 DEEDWARR
Recvd: 05/15/14 11:11 9 pgs
Fees:48.00 Taxes:440.22
20140515-0041766

Commitment Number: 07695TN13

AFTER RECORDING RETURN TO:
Nations Default Services, Inc.
10975 El Monte, Suite 220
Overland Park, KS 66211

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:
Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9
1610 E Saint Andrew Place, Suite B-150, Santa Ana, CA 92705.

Name and Address of Property Owner: **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9, 1610 E Saint Andrew Place, Suite B-150, Santa Ana, CA 92705**

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Susan Hendel**, widowed and not remarried, hereinafter called grantors, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**, whose tax mailing address is **1610 E Saint Andrew Place, Suite B-150, Santa Ana, CA 92705**, 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:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

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.

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 security instrument described as follows:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF SECURITY INSTRUMENT OR INSTRUMENTS

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 26th day of February, 2014.

Susan Hendel

Susan Hendel

STATE OF Tennessee
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on 2-26, 2014 by **Susan Hendel** who is personally known to me or has produced Drivers Lic. 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.

Notary Public

My Commission Expires AUG. 17, 2016

RICHARD JOHNSTON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

State of TN
County of Davidson

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $118,979, 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 4th day of March, 2014.

LISA D. PHILLIPS
Notary Public - State of Kansas
My Appt. Expires 5-20-2016

Affiant

Catherine Daniel
Print Name

(Seal)

Notary Public

My commission expires:

5-20-2016

Lisa Phillips
Print Name

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF TN
COUNTY OF Davidson

Susan Hendel, 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 **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION
Parcel ID # **172080A10000CO**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**, 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 **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**;

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 **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**, 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 **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**, 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 security instrument referred to herein is described as follows:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF SECURITY INSTRUMENT OR INSTRUMENTS

This affidavit is made for the protection and benefit of **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Normandy Mortgage Loan Trust, Series 2013-9**, 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: Feb. 26, 2014

Susan Hendel

STATE OF Tennessee
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on 2-26, 2014 by **Susan Hendel** who is personally known to me or has produced Drivers Lic. 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.

Notary Public

My Commission Expires AUG. 17, 2015

RICHARD JOHNSTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A
(LEGAL DESCRIPTION)

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 100 ON THE PLAN OF HUNTERS BRANCH, SECTION 2A, AS OF RECORD IN BOOK 6250, PAGE 819, AND AMENDED IN BOOK 6815, PAGE 77, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO. 100 FRONTS 79.21 FEET ON THE EASTERLY MARGIN OF HUNTERS BRANCH ROAD AND EXTENDS BACK 105.07 FEET ON THE SOUTHERLY LINE AND 105.00 FEET ON THE NORTHERLY LINE TO A DEAD LINE IN THE REAR MEASURING 60 FEET THEREON.

SUBJECT TO ALL EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS, AGREEMENTS OF RECORD, IF ANY.

BEING THE SAME PROPERTY CONVEYED TO HENRY HENDEL, SR., AND WIFE, SUSAN KIER HENDEL AND RUTH M. KIER, ALL AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP BY WARRANTY DEED FROM LOUIE L. DAVIS AS RECORDED 01/26/1999 IN BOOK 11312 AT PAGE 788 AS DOCUMENT 0541306.

Commonly Known As: 1437 HUNTERS BRANCH, ANTIOCH, TN 37013
TAX ID: 172080A10000CO

HENRY HENDEL, SR. DIED 6/8/04 AND RUTH M. KIER DIED 1/1/00.

EXHIBIT C
(DESCRIPTION OF SECURITY INSTRUMENT OR SECURITY INSTRUMENTS)

DEED OF TRUST

Borrower: HENRY HENDEL, SR., AND SUSAN KIER HENDEL, HUSBAND AND WIFE

Trustee: ARNOLD WEISS

Beneficiary: ASSOCIATES HOME EQUITY LOAN CORPORATION

Amount: $131,302.49

Dated: 07/19/1999

Recorded: 08/19/1999

Book: 11626

Page: 587

Document: 0626286

Maturity Date: 08/01/2029

Type: CLOSED ENDED

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignee: CITIMORTGAGE, INC.

Recorded: 10/18/2010

Document: 20101018-0083015

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignee: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF NORMANDY MORTGAGE LOAN TRUST, SERIES 2013-9

Recorded: 08/12/2013

Document: 20130812-0084064