BILL GARRETT, Davidson County
Trans:T20140037421 DEEDWARR
Recvd: 05/29/14 10:45 9 pgs
Fees:48.00 Taxes:833.52
20140529-0046119

This Instrument prepared by:

K. David Bradley, Jr., Esq., Tennessee Bar No. 12873
2409 Main Street, (South) Ashland, Kentucky 41101
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
966632

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	
4425 Ponce De Leon Boulevard, 5th Floor	4425 Ponce De Leon Boulevard, 5th Floor	126150A08000CO
Coral Gables, Florida 33146	Coral Gables, FL 33146	

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR AND IN CONSIDERATION OF Two Hundred Twenty Five Thousand Two Hundred Seventy Six & 27/100 Dollars ($ 225,276.27) and other good and valuable consideration, cash in hand paid, the receipt and legal sufficiency of all of which is hereby acknowledged, DANA L. ALLEN, now married, and joined by her husband, DAVID CALCATERRA, 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:

All that land in Davidson County, Tennessee, being Lot No. 99 on the Plan of Section Two, Boone Trace at Biltmore of record in Plat Book 9700, Page 316 & 317, as amended in Book 10995, Page 618, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Dana L. Allen, unmarried, by deed from Andrew H. Harris and wife, Courtney M. Harris, recorded 04/21/2008 in Deed 20080421-0040806, in the Office of the County Register of Deeds for Davidson County, State of Tennessee.

Prepared by Deeds on Demand, PC
5029 Corporate Woods Drive, Suite 175, 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 # 04-2258**

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.

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 28th day of April, 2014.

as Dana Calcaterra formerly known Dana L Allen (seal)
DANA CALCATERRA formerly known as
DANA L. ALLEN

STATE OF ~~TENNESSEE~~ FLORIDA
COUNTY OF SARASOTA

I, the undersigned Notary Public, in and for the County and State aforesaid, do hereby certify that DANA CALCATERRA formerly known as DANA L. ALLEN, with whom I am personally acquainted (or who has proved to me their

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identity on the basis of Florida Driver's License 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 28 day of April, 2014.

Notary Public Michelle Schwartz
My Commission expires: 4-18-2017

MICHELLE SCHWARTZ
Commission #EE 883831
My Commission Expires
April 18, 2017

DAVID CALCATERRA (seal)

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF SARASOTA

I, the undersigned Notary Public, in and for the County and State aforesaid, do hereby certify that DAVID CALCATERRA, 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 28 day of April, 2014.

Florida Drivers License

Notary Public Michelle Schwartz
My Commission expires: 4-18-2017

MICHELLE SCHWARTZ
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VALUATION AFFIDAVIT

We, 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 $ 225,276.27, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant/Grantee Ray Yep

Subscribed and sworn to before me this 27 day of May, 2014.

Notary Public
My Commission expires: 8/25/17

MARISELA LOYOLA
COMM. #2038717
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 25, 2017

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5029 Corporate Woods Drive, Suite 175, 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 # 04-2258**

ESTOPPEL AFFIDAVIT

I, Dana Calcaterra formerly known as Dana L. Allen, 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: _____].

d. ☐ I currently have a Bankruptcy case pending (Case Number _____) in the following Federal Bankruptcy Court: _____ _____. That Bankruptcy has approved the transfer of my ownership interest in the Real Property to Bayview Loan Servicing, LLC [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.
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.

The foregoing is true and correct.

Dana Calcaterra formerly known as Dana L. Allen

Dana Calcaterra formerly known as
Dana L. Allen

County of SARASOTA)
) **SS**
State of FLORIDA)

Subscribed to and sworn (or affirmed) before me on this 28 day of April 2014, 2014, by Dana Calcaterra formerly known as Dana L. Allen, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

FLORIDA DRIVER'S LICENSE

Notary Public Michelle Schwartz
My Commission expires on: 4-18-2017

MICHELLE SCHWARTZ
Commission #EE 883831
My Commission Expires
April 18, 2017

ESTOPPEL AFFIDAVIT

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

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The foregoing is true and correct.

David Calcaterra

County of SARASOTA)
) **SS**
State of FLORIDA)

Subscribed to and sworn (or affirmed) before me on this 28 day of April, 2014, by David Calcaterra, proved to me on the basis of satisfactory evidence to be the person who appeared before me. FLORIDA DRIVER'S LICENSE

Notary Public Michelle Schwartz
My Commission expires on: 4-18-2017

MICHELLE SCHWARTZ
Commission #EE 883831
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April 18, 2017