Davidson County DEEDWARR
Recvd: 11/10/14 13:57 12 pgs
Fees:63.00 Taxes:376.36
20141110-0103689

Order Number: 140182318

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:
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17
Select Portfolio Servicing 3815 SW Temple Salt Lake City, Utah, 84115.

After Recording Mail/Return To:
Select Portfolio Servicing
3815 SW Temple
Salt Lake City, Utah 84115

Parcel Number or APN: 080 12 0 125.00

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **SHARON V. SMITH**, an unmarried person, whose mailing address is **APT # 203, 3970 CLARKSVILLE PIKE, NASHVILLE, TN 37218**, hereinafter called grantor, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**, whose tax mailing address is **Select Portfolio Servicing 3815 SW Temple Salt Lake City, Utah, 84115**, 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:

Property Address: 2725 HYDES FERRY RD NASHVILLE, TN 37218
Loan Number: 0011472313

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

COMMONLY known as: **2725 HYDES FERRY RD NASHVILLE, TN 37218**

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.

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 in accord with the Estoppel Affidavit attached hereto as Exhibit B.

Consideration. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage(s) or deed(s) of trust:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

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 Assignee's interest under the Deed of Trust with Grantee'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 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.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17** without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.

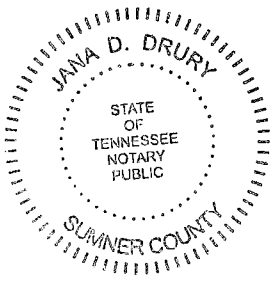
WITNESS the hand of said Grantor this 16 day of October, 2014.

Sharon V. Smith

SHARON V. SMITH

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on Oct. 16, 2014 by **SHARON V. SMITH** who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.



Notary Public

MY COMMISSION EXPIRES
MARCH 1, 2016

Property Address: 2725 HYDES FERRY RD NASHVILLE, TN 37218
Loan Number: 0011472313

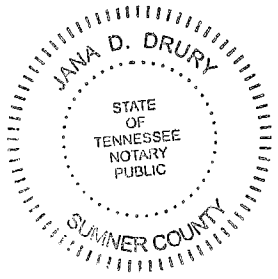
Maximum principal indebtedness for Tennessee recording tax purposes is $ _____.
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

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 $101,717.85, 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 16th day of October, 2014.



(Seal)

Sharon K Smith
Affiant

Sharon V. Smith
Print Name

Jana D. Drury
Notary Public

My commission expires:

MY COMMISSION EXPIRES
MARCH 1, 2016

Jana D. Drury
Print Name

Property Address: 2725 HYDES FERRY RD NASHVILLE, TN 37218
Loan Number: 0011472313

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF TN
COUNTY OF Davidson

SHARON V. SMITH, 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 **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**, 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 **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**;

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;

Property Address: 2725 HYDES FERRY RD NASHVILLE, TN 37218
Loan Number: 0011472313

S.V.S.

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 **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**, 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 **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**, 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(s) or deed(s) of trust referred to herein as described as follows:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

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 **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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 Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

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.

S.V.S.

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: 10-16-14

Sharon V. Smith

SHARON V. SMITH

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on Oct. 16, 2014 by **SHARON V. SMITH** who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

JANA D. DRURY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Notary Public

MY COMMISSION EXPIRES
MARCH 1, 2016

Property Address: 2725 HYDES FERRY RD NASHVILLE, TN 37218
Loan Number: 0011472313

GRANTOR(S) AFFIDAVIT

State of TN }
County of Davidson }

SHARON V. SMITH, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

Sharon V Smith
SHARON V. SMITH

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on Oct. 16, 2014 by **SHARON V. SMITH** who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

JANA D. DRURY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Jana D. Drury
Notary Public

MY COMMISSION EXPIRES
MARCH 1, 2016

Property Address: 2725 HYDES FERRY RD NASHVILLE, TN 37218
Loan Number: 0011472313

EXHIBIT A
(LEGAL DESCRIPTION)

All that certain parcel of land situated in the County of Davidson, State of Tennessee, being known and designated as follows: Being Lot No. 33 on the Plan of River Meadows, Section 2, of record in Plat Book 11700, page 21, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description. Being the same property as conveyed from Affordable Housing Resources, Inc. to Sharon V. Smith, unmarried, as described in Inst# 200109060097035, Dated 08/31/2001, Recorded 9/6/2001, in DAVIDSON County Records. Tax ID: 080 12 0 125.00

Property Address: 2725 HYDES FERRY RD NASHVILLE, TN 37218
Loan Number: 0011472313

CVS

EXHIBIT C
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

DEED OF TRUST DATED 09/25/2006, RECORDED 10/12/2006 IN THE OFFICE OF THE RECORDER OF DAVIDSON COUNTY, TENNESSEE, IN INST# 20061012-0126819, EXECUTED BY SHARON V. SMITH, UNMARRIED TO MERS INC. AS NOMINEE FOR FIRST FRANKLIN, A DIVISION OF NATIONAL CITY BANK, WHICH STATES THAT IT SECURED A DEBT IN THE PRINCIPAL SUM OF $110,500.00. TRUSTEE: DUKE TITLE & ESCROW.

ASSIGNMENT PREPARED ON AUGUST 7 TH, 2014, Recorded on 09/23/14 at: 20140923-0087093.

ASSIGNOR: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK ITS SUCCESSORS AND ASSIGNS AT P.O. BOX 2026, FLINT, MI 48501-2026.

ASSIGNEE: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF17 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF17 AT C/O. SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84114

cNS

True Copy Certification

I, Dana L. Baxendell, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Dana L Baxendell
Signature

State of Pennsylvania

County of Allegheny

Personally appeared before me, Christina Michelle McCartney, a notary public for this county and state, Dana L. Baxendell, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Christina Michelle McCartney
Notary's Signature

My Commission Expires: 4/7/2015
Notary' Seal (if on paper)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christina Michelle McCartney, Notary Public
Hopewell Twp., Beaver County
My Commission Expires April 7, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES