Davidson County DEEDWARR
Recvd: 11/26/14 12:32 4 pgs
Fees:23.00 Taxes:781.81
20141126-0109246

Prepared by / Return to :

Mackie Wolf Zientz & Mann, P.C.
Premier Building, Suite 404
5217 Maryland Way
Brentwood, TN 37027
(615) 238-3630

Send Tax bill to : ARLP Trust
c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Map : 182 12 0A 022.00
628 APPLEJACK COURT, ANTIOCH, TN 37013

DEED IN LIEU OF FORECLOSURE

Date: 10/15/14

Grantor: WANDA CROWDER

Grantor's Mailing Address: 628 APPLEJACK COURT
ANTIOCH, TN 37013

Grantee: ARLP Trust

Grantee's Mailing Address: c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Note: 08/06/2007, IN THE PRINCIPAL AMOUNT OF $247,500.00

Deed of Trust: In favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR EQUIFIRST CORPORATION, ITS SUCCESSORS AND ASSIGNS and filed 08/24/2007 under Document 20070824-0101659 in the real property records of Davidson County, Tennessee.

Consideration: TEN AND NO/100 DOLLARS ($10.00) along with the consideration sworn to below and further the release of Grantor from all liability for the indebtedness and obligations under the Note and Deed of Trust, except that no release is given of any liens of title and further except that the indebtedness under the Note is not canceled or extinguished.

Property: (including improvements): 628 APPLEJACK COURT, ANTIOCH, TN 37013

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 304 ON THE PLAN OF APPLE VALLEY SUBDIVISION, SECTION ONE OF RECORD IN INSTRUMENT NO. 20020809-0096488, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION, SAID DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE THE SAME AS IF COPIED FULLY HEREIN VERBATIM.
BEING THE SAME PROPERTY CONVEYED TO ERNEST CROWDER AND WANDA CROWDER BY DEED FROM BETH A. MCCAIN D/B/A SIR DRAKE BOBCAT SERVICE OF RECORD IN INSTRUMENT NO. 20040517-0057278, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID ERNEST CROWDER HAVING SINCE DIED AND THE PROPERTY VESTED IN WANDA CROWDER BY ESTATE BY THE ENTIRETIES.

Exceptions to Conveyance and Warranty: The liens described in this Deed and the exceptions to conveyance warranty in the Deed of Trust.

This Deed is executed, delivered and accepted subject to all and singular ad valorem taxes for the current and all subsequent years, taxes for subsequent assessments for the current and prior years due to changes in land usage, ownership, or both, zoning ordinances and utility district assessments, if any, applicable to and enforceable against the above-described property, and all valid easements, covenants, conditions, restrictions, mineral reservations and maintenance fund liens, if any, applicable to and enforceable against the above-described property as shown by the Records of the Register of Deeds of the County in which said real property is located.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, **GRANTS, SELLS AND CONVEYS** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, **TO HAVE AND TO HOLD** the Property, unto Grantee, its successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors **TO WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's heirs and successors, and assigns against every person whomever lawfully claiming or to claim the same or any part thereof.

Conveyance in Lieu of Foreclosure. The Deed and the conveyance being made are executed, delivered and accepted in lieu of foreclosure and will be interpreted and construed the same as a foreclosure of the liens and as an absolute conveyance to Grantee of all right, title, and interest in and to the Property, including specifically but without limitation any equity or rights of redemption of Grantor in or to the Property.

Continuing Nature of Lien. Notwithstanding the release of Grantor from all liability for the indebtedness and obligations under the Note and Deed of Trust, the indebtedness has not been canceled or extinguished and the Property continues to be subject to the performance of the obligation under the Deed of Trust. The Deed of Trust lien is not released or relinquished in any manner, and the indebtedness, obligations, and liens will remain valid and continuous and in full force and effect, unless and until the indebtedness, obligations and liens are expressly released by written instrument executed and delivered by the holder thereof, at the holder's sole discretion.

Possession after Conveyance. IT IS FURTHER, EXPRESSLY stipulated, agreed and understood that upon recordation of this Deed, the conveyance contemplated herein shall be complete and Grantors and any person holding possession of the Property through Grantors shall immediately surrender possession of the Property to the Grantee herein. Grantors authorize Grantee and/or its representatives to immediately enter upon and secure the property. If possession is not surrendered, Grantors or such persons shall be a tenant at sufferance and may be removed by writ of possession.

Nonmerger. Neither Grantor nor Grantee intend that there be, and there will never be, a merger of the Deed of Trust lien with the fee simple title or any other interest of Grantee in the Property by virtue of this conveyance, and the parties expressly provide that any interest in the Deed of Trust lien and fee simple title will be and remain at all times separate and distinct to maintain the priority of the Deed of Trust. Provided: Grantor and Grantee expressly agree that nothing in this instrument is intended to work a merger of Grantee's interest in the subject real estate (by virtue of said mortgage) and the fee interest therein. Grantee retains its status as mortgagee, and said mortgage is not extinguished as a lien *in rem only* with the regard to junior lienholders, if any.

Release by Grantor. IT IS FURTHER EXPRESSLY AGREED that for an in consideration of this conveyance, Grantors do hereby release and forever discharge Ocwen Loan Servicing, LLC, ARLP Trust and the law firm of Mackie Wolf Zientz & Mann, P. C. and all of their respective officers, directors, counsel, employees, agents, heirs, executors, successors, and assigns from all causes of action, claims, demands, damages, liabilities, causes of action rights, and controversies, known or unknown, which they had, now have, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with the Note and Deed of Trust and with any acts or omissions of the released parties or their successors and assigns or transactions between the releasing and released parties occurring prior to the execution of this agreement and relating in any manner to the above-described Note or Deed of Trust, the attempted foreclosure thereof, or the land described herein or therein provided. This is a general release of all possible claims and causes of action of every kind and character related to the above-described subjected matter and is to be interpreted liberally to effectuate maximum protection of the released parties.

GRANTORS:

Wanda Crowder

WANDA CROWDER

ACKNOWLEDGMENT

STATE OF Tenn §

§

COUNTY OF Montgomery §

BEFORE ME, the undersigned notary public, on this day 30th day of October, 2014 personally appeared WANDA CROWDER known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein.

Lakeshia Gamble

Notary Public for the State of TN

LAKESHIA GAMBLE
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

MWZM # 13-004717-670

STATE OF Arkansas §
§
COUNTY OF Pulaski §

The actual consideration or value for this transfer is $211,300.00

Affiant

Subscribed and sworn to before me, on this day 22nd day of October, 2014.

Notary Public for the State of Arkansas
My Commission Expires: 10-10-2023

SUSAN G. PAGE
Notary Public-Arkansas
Pulaski County
My Commission Expires 10-10-2023
Commission # 12396273

RETURN TO:
Sheryl Jones
Mackie Wolf Zientz & Mann, P.C.
124 West Capitol Avenue, Suite 1560
Little Rock, AR 72201

Certificate of Authenticity

I, Jason S. Mangrum, 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.

Signature

State of Tennessee

County of Williamson

Personally appeared before me, Debora L. Wynn, a notary public for this county and state, Jason S. Mangrum who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Debora L. Wynn

Notary's Signature

My Commission Expires: My Commission Expires Jan. 06, 2015

Notary's Seal (If on paper)

