Davidson County DEEDWARR
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Prepared By:
GEORGE R. ARRANTS JR., Attorney at Law
800 S. GAY STREET, STE 2500
KNOXVILLE, TN 37929

RETURN TO:
TIMIOS, INC.
5716 CORSA AVE, STE 102
WESTLAKE VILLAGE, CA 91362

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that **MAURICE E. HOWARD, AN UNMARRIED MAN**, hereinafter called grantor, for **$10.00** and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **BAYVIEW LOAN SERVICING, LLC.**, 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146 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 the County of DAVIDSON, State of Tennessee, described as follows:

TOGETHER WITH ALL THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED, IN DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT NUMBER 73 ON THE PLAN OF FINAL PLAT SECTION THREE HONEY BROOK SUBDIVISION OF RECORD IN PLAT BOOK 7900, PAGE 379 AND 380, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO MAURICE E. HOWARD, AN UNMARRIED MAN BY DEED FROM PHILIP W. DUER, AS TRUSTEE RECORDED 10/20/2014 IN DEED BOOK PAGE 20141020096913, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PROPERTY ADDRESS: 716 HONEY GROVE CT, ANTIOCH, TN 37013

PARCEL NUMBER: 162 16 0D 095.00

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.

NO MERGER. Grantor agrees and acknowledges that his delivery of this deed and the other documents contemplated hereby shall not result in a merger of Grantee'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.

This deed does not affect a merger of the fee ownership and the lien of the deed of trust 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 deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantor, his 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 deed of trust 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 $10.00 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the deed of trust hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage (deed of trust) signed on 1/28/2010, by grantor in favor of MERS INC., SOLELY FOR WR STARKEY MORTGAGE, L.L.P. and recorded as Instrument No. 20100128-0007255, real property records of DAVIDSON County, Tennessee on ~~1/21/2010~~. Said deed of trust was assigned to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP by assignment recorded in Document No. 20110721-0055951 in the said Register's Office. Said deed of trust was assigned to SECRETARY OF HOUSING AND URBAN DEVELOPMENT in assignment of record Document No. ***** in the said Register's Office. Said deed of trust was assigned to BAYVIEW LOAN SL... ...IG, LLC by assignment recorded in Document No. 20130819-0087010 recorded 8/19/2013 in the said Register's Office. *01128/2010 ***** 20130819/0087007

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the previsions hereof apply equally to corporations and to individuals. SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A", and incorporated herein for purposes of consideration by this reference.

IN WITNESS WHEREOF, the grantor has executed this instrument this 19 day of January, 2015

Maurice E. Howard

MAURICE E. HOWARD

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

Personally appeared before me Martha J. Bailey, a Notary Public in and for said County and State, the within named, **MAURICE E. HOWARD** with whom I personally acquainted, (or proved to me on the basis of satisfactory evidence to be the person) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 716 Honey Grove ct., Cane Ridge Tennessee, this day of January 19, 2015.

Martha J. Bailey

ALL-PURPOSE ACKNOWLEDGMENT

State of TENNESSEE

County of DAVIDSON

On January 19, 2015 (DATE) before me, Martha J. Bailey (NAME OF NOTARY PUBLIC)

Personally appeared Maurice E. Howard (NAME OF SIGNER(S))

☐ Personally known to me **OR** ☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, executed the instrument.

MARTHA J. BAILEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 8, 2017

Place Notary Seal or Stamp Here

WITNESS my hand and official seal.

Martha J. Bailey
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

DESCRIPTION OF ATTACHED DOCUMENT

DEED IN LIEU OF FORECLOSURE
TITLE OR TYPE OF DOCUMENT

18
NUMBER OF PAGES

January 19, 2015
DATE OF DOCUMENT

N/A
SIGNER(S) OTHER THAN NAME ABOVE

Notary Public
My Commission Expired: May 8, 2017
STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

I, or we, hereby swear and affirm that, the actual consideration for this transfer or value of the property transferred, whichever is greater is $143,559.09 which amount is equal or greater than the amount which the property was transferred would command at a fair and voluntary sale.

Affiant

Affiant

Subscribed and sworn to me this 19 day of January, 2015.

Notary Public
My Commission Expires: May 8, 2017

MARTHA J. BAILEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2017

MAIL TAX STATEMENTS TO:
BAYVIEW LOAN SERVICING, LLC.
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

GRANTEE NAME:
BAYVIEW LOAN SERVICING, LLC.
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146

EXHIBIT "A" ESTOPPEL
AFFIDAVIT

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

MAURICE E. HOWARD, AN UNMARRIED MAN, being first duly sworn, depose and say: That he is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **BAYVIEW LOAN SERVICING, LLC.** dated the 19th day of January, 2015, conveying the following described property, to-wit:

TOGETHER WITH ALL THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO, LOCATED IN DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT NUMBER 73 ON THE PLAN OF FINAL PLAT SECTION THREE HONEY BROOK SUBDIVISION OF RECORD IN PLAT BOOK 7900, PAGE 379 AND 380, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO MAURICE E. HOWARD, AN UNMARRIED MAN BY DEED FROM PHILIP W. DUER, AS TRUSTEE RECORDED 10/20/2014 IN DEED BOOK PAGE 20141020096913, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PROPERTY ADDRESS: 716 HONEY GROVE CT, ANTIOCH, TN 37013

PARCEL NUMBER: 162 16 0D 095.00

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to BAYVIEW LOAN SERVICING, LLC., 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 BAYVIEW LOAN SERVICING, LLC. therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to BAYVIEW LOAN SERVICING, LLC.;

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 creditors of 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 BAYVIEW LOAN SERVICING, LLC. who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no 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 affiant of the sum of $10.00 by BAYVIEW LOAN SERVICING, LLC. and BAYVIEW LOAN SERVICING, LLC.'s agreement to forbear taking any action against affiant to collect on the obligations secured by the deed of trust described below, other than by foreclosure of that deed of trust and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The deed of trust referred to herein was executed by the undersigned to MERS INC., SOLELY FOR WR STARKEY MORTGAGE, L.L.P., dated 1/28/2010 and recorded as Instrument No. 20100128-0007255, on 1/21/2010, ROD, DAVIDSON County, State of Tennessee. Said mortgage assigned to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP recorded in Document No. 20110721-0055951, ROD Davidson County. Said deed of trust assigned to SECRETARY OF HOUSING AND URBAN DEVELOPMENT in

Document No. 20130819/008707 of record in ROD Davidson County. Said deed of trust assigned to BAYVIEW LOAN SERVICING, LLC by assignment recorded in Document No. 20130819-0087010 recorded 8/19/2013 ROD Davidson County.

At the time of making said deed in lieu of foreclosure affiant believed and now believes 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 BAYVIEW LOAN SERVICING, LLC., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant, 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.

I (THE BORROWER) UNDERSTAND THAT I HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

IN WITNESS WHEREOF, the Affiants have executed this instrument this 19 day of January 2015.

MAURICE E. HOWARD

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

Personally appeared before me Martha J Bailey, a Notary Public in and for said County and State, the within named, **MAURICE E. HOWARD** with whom I personally acquainted, (or proved to me on the basis of satisfactory evidence to be the person) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 716 Honey Grove Ct., Cane Ridge Tennessee, this day of January 19, 2015

Martha J. Bailey
Notary Public
My Commission Expired: May 9, 2017

MARTHA J. BAILEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 9, 2017

True Copy Certification

I, Sarah Gonzales, 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 California

County of Los Angeles

Personally appeared before me, [Name of Notary], a notary public for this county and state, [name of person making certification] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: May 17, 2017

Notary' Seal (if on paper)

KATIE LYNN LUIZZI
Commission # 2024950
Notary Public - California
Ventura County
My Comm. Expires May 17, 2017