Tax map Parcel Number:
165-05-0A-051.00

BILL GARRETT, Davidson County
Trans: T20150038754 DEEDWARR
Recvd: 05/19/15 10:21 7 pgs
Fees: 38.00 Taxes: 353.16
20150519-0045949

Tax Reference: _____

This instrument prepared by:
Wallace C. Tyser, Jr.
Attorney
PO Box 9800
Maryville, TN 37802

Return this Instrument to:
Vanderbilt Mortgage and Finance, Inc.
Attn: Legal Department
500 Alcoa Trail
Maryville, TN 37804

RESPONSIBLE TAXPAPER AND PROPERTY OWNER:
Name: Vanderbilt Mortgage and Finance, Inc.
Address: PO Box 9800, Maryville, TN 37802

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $95,448.79, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. Total Debt forgiven is $95,448.79 and no other consideration or value has been given.

Subscribed and sworn before me this

28 day of April, 2015.

Notary Public

My Commission Expires: 8-18-2018

(Grantor's Name)

RUTHERFORD COUNTY NOTARY PUBLIC STATE OF TENNESSEE EVIE A RUTLEDGE

STATE OF TENNESSEE

COUNTY OF Davidson

DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 28th day of April, 2015 by and between Lydia Salazar, unmarried women ("Grantor") and Vanderbilt Mortgage and Finance, Inc., a corporation organized and existing under the laws of the State of Tennessee ("Grantee").

WHEREAS, Grantor is the fee simple owner of the real property and improvements thereon located in the county and state above set forth, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property")

WHEREAS, Grantee made Grantor (or one of the Grantors if there are two (2) or more Grantors) a loan or financial accommodation in the original principal amount of $ 99,400.00 under agreement dated May 7, 2007 ("Loan"), said Loan being secured by the Property pursuant to mortgage, deed of trust or trust deed recorded in the office of the Register of Deeds of Davidson county on May 9, 2007 ☐ in Book _____ Page _____ or ☒ as instrument number 20070509-0055908 (the "Security Instrument");

WHEREAS, the Grantor is in default of the Loan, the full amount of the Loan is due and payable, and the Grantor is unable to pay Grantee the full amount due under the Loan;

WHEREAS, the fair market value of the Property does not equal or exceed the full amount of the Loan due and payable to the Grantee and, accordingly, the Grantor has no equity in the Property;

WHEREAS, the Grantee is agreeable to acceptance of the Property pursuant to this Deed In Lieu of Foreclosure to avoid the necessity of foreclosure and the time required to effect foreclosure and the termination of any equity of redemption provided by law;

WHEREAS, in connection with Grantee's acceptance of this Deed In Lieu of Foreclosure the Grantee has agreed to deliver to Grantor a covenant not to sue Grantor, or any other party obligated under the Loan, for any obligation which Grantor or other such party may have under the Loan; and

WHEREAS, the Grantor and Grantee have agreed to further understandings in connection with this Deed In Lieu of Foreclosure, such understandings being set forth in "Agreement Regarding Deed In Lieu Of Foreclosure" of same date hereof, provided, however, that such further understandings are not and shall not be deemed conditions precedent to this Deed In Lieu of Foreclosure upon recordation of this Deed In Lieu of Foreclosure in the public real property records of the county or parish and state wherein the Property is located;

NOW, THEREFORE, for and in consideration of the foregoing, the Grantor does hereby freely and voluntarily grant, bargain, sell, convey and transfer unto the Grantee fee simple title to the Property described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successor and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or claiming the same, or any part thereof, by, through, or under the Grantor but not otherwise.

IT IS THE PURPOSE AND INTENT OF BOTH GRANTOR AND GRANTEE THAT THE FEE SIMPLE INTEREST CONVEYED BY GRANTOR HEREIN TO GRANTEE SHALL NOT MERGE WITH THE INTEREST OF THE GRANTEE UNDER THE LOAN AND SECURITY INSTRUMENT, AND THE SECURITY INSTRUMENT SHALL CONTINUE AS A LIEN ON THE PROPERTY UNTIL THE PROPERTY IS RECONVEYED BY GRANTEE. GRANTOR FURTHERMORE WAIVES ANY RIGHT GRANTOR MAY HAVE UNDER LAW TO REDEEM THE PROPERTY.

IN WITNESS WHEREOF, the Grantor has hereunto set his or her hand and seal the day and year first above set forth.

Lydia Salazar	
(Borrower Signature)	(Borrower Signature)
Lydia Salazar	
(Typed/Printed Name)	(Typed/Printed Name)
(Witness Signature #1)	(Witness Signature #2)
(Typed/Printed Name)	(Typed/Printed Name)

State of Tennessee

Rutherford County

Before me, the undersigned Notary Public with and for the State and County aforesaid, personally appeared Lydia Salazar, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office at LaVergne, Tennessee on this the 28th day of April, 2015.

Evie Rutledge
(Signature of Notary Public)

Notary Public

My Commission Expires: 8-18-2018

(Seal, If Any)

EVIE A RUTLEDGE
NOTARY PUBLIC
STATE OF TENNESSEE
RUTHERFORD COUNTY

Notary Acknowledgment-TN/625

ESTOPPEL AFFIDAVIT
Affidavit and Agreement of Individual
Giving Deed in Lieu of Foreclosure

STATE OF Tennessee
)ss
COUNTY OF Davidson

1. Lydia Salazar being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain General Warranty Deed ("Warranty Deed") to Vanderbilt Mortgage and Finance, Inc. conveying the real property located in Davidson county, TN, commonly described as 421 Shoreline Circle Antioch, TN 37013(the "Realty"), and more particularly described as follows:

   See Attached Legal Description ("Exhibit A")

   The real property is herein sometimes referred to as the "Property".

2. That the Warranty Deed and transfer is intended to be and is an absolute conveyance of the title to said Property to the grantee named therein, and was not and is not now intended as a deed of trust, trust conveyance, or security of any kind; that it was the intention of Borrowers as grantors in said Warranty Deed to convey, and by said Warranty Deed this Borrowers did convey to the grantee therein all his right, title, and interest absolutely in and to said Property and to that effect Borrowers hereby forever waive and release all rights of redemption and any other rights, if any, which Borrowers might have or had in connection with the Property. The Warranty Deed, however, shall not merge with the Deed of Trust dated May 7, 2007 and recorded on May 9, 2007, in book N/A on page N/A or Instrument no: 20070509-0055908 (the "Deed of Trust"), and Lender shall continue to enjoy all rights and remedies as set forth in the Deed of Trust including, if necessary, the right to foreclosure;
3. That possession of said Property is hereby surrendered to the grantee. Lender may at any time sell, transfer, lease, assign or abandon the Property and may take or omit to take any action which Lender in their discretion may deem to be in their best interest and Borrowers shall have no right, title or interest in or to any portion of any consideration received by Lender in connection with any such sale, transfer, lease, assignment or abandonment of the Property;
4. That in the execution and delivery of said Warranty Deed Borrowers were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;
5. That the consideration for executing said Warranty Deed is the likely reduction of costs, fees and expenses associated with conducting a Foreclosure against the Realty, which fees, costs and expenses may be due and payable by Borrowers pursuant to the Note and Deed of Trust described as follows:
   a. Promissory Note dated May 7, 2007, (Note") in the principal sum of $99400.00; and
   The Deed of Trust, granting Lender a security interest in the real property set forth above; and
6. At the time of making this General Warranty Deed and Estoppel Affidavit, Borrowers represent the following:
   a. The payments due under the Note are in default;

b. The unpaid principal, interest and late charges due under the Note, as of 5/13/2015, is $95448.79 (the "Debt"); and
c. Lender and Borrower believe that the Debt exceeds the fair market value of the Property. To spare the time and expense of a foreclosure sale of the Property, Borrower desired to transfer the Property to Lender in lieu of foreclosure.

7. This affidavit and agreement is made for the protection and benefit of the grantees in said Warranty Deed, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property herein described, and particularly for the benefit of the Title Company which is about to insure the title to said Property in reliance thereon, and any other title company which may hereafter insure the title to said Property. The Borrowers by signing this affidavit and agreement, settle, dismiss, release, and covenant not to sue Lender with respect to the Property and/or the above loan documents; and

8. Borrowers, 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 herein above set forth.

Dated: 4-28-15 Lydia Salazar
Lydia Salazar

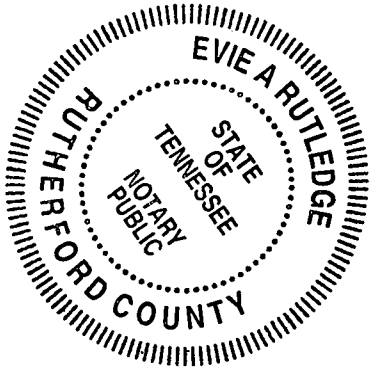
Dated: 4-28-15

STATE Tennessee)
) ss
COUNTY OF Rutherford)

On the 28th day of April 2015, , before me, a Notary Public in and for said County and State, personally appeared/personally known to me (or proved to me on the basis satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Evie Rutledge
Notary Public
My Commission Expires: 8-18-2018



File No.: f0407-130

EXHIBIT A

Land in Davidson County Tennessee, being all of Lot No. 51, Subdivision Plat, Section I, Phase I, South Shore, A Planned Unit Development, of record in Instrument #20020624-0075604, Register's Office for said County, to which reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Lydia Salazar, unmarried, by Deed of record in Instrument #_____, Register's Office for said County.

MANUFACTURED HOME DESCRIPTION: Make: 2003 Clayton, SERIAL #CAP014905TNAB, Model #HRT, HUD: TEN593921, TEN593922, Length: 60, Width 28, which has become and is intended to affix such that the manufactured housing unit being mortgaged with the property is an improvement to and made part of the real property and will not be removed therefrom.

200705 09 - 0055907