Davidson County DEEDWARR
Recvd: 07/01/15 10:19 16 pgs
Fees:83.00 Taxes:473.60
20150701-0063548

Commitment Number: 3353716-150107049

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:
Beneficial Tennessee Inc.
636 Grand Regency Blvd., Brandon, FL 33510.

After Recording Mail/Return To:
ServiceLink, FNF's National Lender Platform
500 Eldorado Boulevard, Suite 2300
Broomfield, CO 80021

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased** and **Thomas M. Johnson**, an unmarried person, whose mailing address is **336 Doss Thweat Rd., Smithville, TN 37166**, hereinafter called grantor, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Beneficial Tennessee Inc.**, whose tax mailing address is **636 Grand Regency Blvd., Brandon, FL 33510**, 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:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **Instrument No. 20060802-0093962.**

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.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

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

Grantor represents, warrants, covenants, and agrees as follows:

(i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
(ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
(iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee:
(iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any 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 in Lieu of Foreclsoure. 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 **Beneficial Tennessee Inc.** 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;

(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

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 19TH day of June, 2015.

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

Thomas M. Johnson

STATE OF TN
COUNTY OF White

The foregoing instrument was acknowledged before me on June 19, 2015 by **Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased** ~~and **Thomas M. Johnson** who are personally known to me or~~ have produced driver license as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

Notary Public
Com. Ex: 6.28.2017

KELLIE A SALLEY
STATE OF TENNESSEE NOTARY PUBLIC
DE KALB COUNTY

WITNESS the hand of said Grantor this 22nd day of June, 2015.

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

Thomas M. Johnson

STATE OF Tennessee
COUNTY OF Maury

The foregoing instrument was acknowledged before me on June 22nd, 2015 by **Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased** and **Thomas M. Johnson** who are personally known to me or have produced Drivers License as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

ANDREA A. SHEPHERD STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

Notary Public
exp. 03/21/2017

Maximum principal indebtedness for Tennessee recording tax purposes is $127,999.67.
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of CO
County of Jefferson

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $127,999.67, 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 23 day of June, 2015.

Affiant

KELLY BRYANT
Print Name

(Seal)

Notary Public

My commission expires:
06/30/2016

Sally R Sabin
Print Name

SALLY R SABIN NOTARY PUBLIC STATE OF COLORADO

EXHIBIT A (LEGAL DESCRIPTION)

The following described property located in the County of Davidson, State of Tennessee: Being in the 2nd Civil District of Davidson County, Tennessee, being A 1.11 Acre Tract according to a drawing by Cummings & Cummings Surveyors, Dated October 25, 1972, and Described as Follows: Beginning in the Center of a 25 foot Right-of-Way called Santi Lane where it intersects with an iron pin in the Southwest corner of this 1.11 Acre Tract; thence South 45 degrees 57 minutes East 203 feet with the center of Santi Lane to an iron pin; thence South 63 degrees 04 minutes East 81.25 feet with the center of Santi Lane to an iron pin in the Westerly Margin of Mt. View Road; thence with the Westerly margin of Mt. View Road, North 15 degrees 15 minutes East 239.63 feet to an iron pin; thence North 63 degrees 55 minutes West 175.62 feet to an iron pin; thence South 43 degrees 27 minutes 28 West 179.74 feet to the point of beginning. Tax ID: 164-00-0-213.00

DERIVATION CLAUSE

Being the same property conveyed to Shirley A Allison and Thomas M. Johnson via the Affidavit of Inheritance of Real Estate recorded 08/02/2006 in Instrument No. 20060802-0093962, Davidson County, TN.

COMMONLY known as: **5797 MOUNT VIEW RD., ANTIOCH, TN 37013**
Assessor's Parcel Number: **164-00-0-213.00**

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF IN
COUNTY OF White

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased and Thomas M. Johnson, being first duly sworn, depose and say: That he/she/they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Beneficial Tennessee Inc.**, 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 **Beneficial Tennessee Inc.**, 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 **Beneficial Tennessee Inc.**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Beneficial Tennessee Inc.**;

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 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 **Beneficial Tennessee Inc.**, 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 **Beneficial Tennessee Inc.**, 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 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 **Beneficial Tennessee Inc.**, 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 the Grantee and/or HSBC Mortgage Services, Inc; 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.

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

Dated: June 19, 2015

Thomas M. Johnson

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

STATE OF IN.
COUNTY OF White

The foregoing instrument was acknowledged before me on June 19, 2015 by **Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased** and ~~**Thomas M. Johnson**~~ KAS KAS who ~~are personally known to me~~ KAS or have produced drivers licens as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

KELLIE A SALLEY
STATE OF TENNESSEE NOTARY PUBLIC
DE KALB COUNTY

Notary Public
Com. Ex: 6-28-2017

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

Dated: June 22, 2015

Thomas M. Johnson

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

STATE OF Tennessee
COUNTY OF Maury

The foregoing instrument was acknowledged before me on June 22nd, 2015 by **Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased** and **Thomas M. Johnson** who are personally known to me or have produced Drivers License as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

ANDREA A. SHEPHERD
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY, TENN.

Notary Public

My. 03/21/17

EXHIBIT A (LEGAL DESCRIPTION)

The following described property located in the County of Davidson, State of Tennessee: Being in the 2nd Civil District of Davidson County, Tennessee, being A 1.11 Acre Tract according to a drawing by Cummings & Cummings Surveyors, Dated October 25, 1972, and Described as Follows: Beginning in the Center of a 25 foot Right-of-Way called Santi Lane where it intersects with an iron pin in the Southwest corner of this 1.11 Acre Tract; thence South 45 degrees 57 minutes East 203 feet with the center of Santi Lane to an iron pin; thence South 63 degrees 04 minutes East 81.25 feet with the center of Santi Lane to an iron pin in the Westerly Margin of Mt. View Road; thence with the Westerly margin of Mt. View Road, North 15 degrees 15 minutes East 239.63 feet to an iron pin; thence North 63 degrees 55 minutes West 175.62 feet to an iron pin; thence South 43 degrees 27 minutes 28 West 179.74 feet to the point of beginning. Tax ID: 164-00-0-213.00

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Being the same property conveyed to Shirley A Allison and Thomas M. Johnson via the Affidavit of Inheritance of Real Estate recorded 08/02/2006 in Instrument No. 20060802-0093962, Davidson County, TN.

COMMONLY known as: **5797 MOUNT VIEW RD., ANTIOCH, TN 37013**
Assessor's Parcel Number: **164-00-0-213.00**

GRANTOR(S) AFFIDAVIT

State of TN }
County of White }

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased and Thomas M. Johnson, 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.

Thomas M. Johnson

Candace Garrett, administratrix of the Estate of Shirley A. Allison, deceased

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

STATE OF TN
COUNTY OF White

The foregoing instrument was acknowledged before me on June 19, 2015 by **Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased** and ~~**Thomas M. Johnson**~~ KAS KAS who ~~are personally known to me~~ have produced driver license as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

Notary Public
Com. Ex: 6-28-2017

KELLIE A SALLEY
STATE OF TENNESSEE NOTARY PUBLIC
DE KALB COUNTY

Property Address: 5797 MOUNT VIEW RD., ANTIOCH, TN 37013

GRANTOR(S) AFFIDAVIT

State of Tennessee
County of Maury

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased and Thomas M. Johnson, 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.

Thomas M. Johnson

Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased

STATE OF Tennessee
COUNTY OF Maury

The foregoing instrument was acknowledged before me on June 22nd, 2015 by **Candace Garrett, Administratrix of the Estate of Shirley A. Allison, deceased** and **Thomas M. Johnson** who are personally known to me or have produced _____ as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

ANDREA A. SHEPHERD STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

Notary Public exp. 03/21/17

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

Deed of Trust Dated 05/29/2007, Recorded 05/31/2007 in the office of the Recorder of DAVIDSON County, Tennessee, in Inst# 20070531-0064538, executed by Shirley A Allison and Thomas M. Johnson to Beneficial Tennessee Inc., which states that it secured a debt in the principal sum of $128,000.00. Appointment of Substitute Trustee filed in Inst# 20080919-0095841 on 09/19/2008 appoints William Timothy Hill

True Copy Certification

I, Tim Mercer, 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 Colorado

County of Jefferson

Personally appeared before me, Sally Sabin a notary public for this county and state, Tim Mercer 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: 06/30/2016
Notary' Seal (if on paper)

SALLY A SABIN
NOTARY
PUBLIC
STATE OF COLORADO