BILL GARRETT, Davidson County
Trans:T20150058388 DEEDWARR
Recvd: 07/17/15 13:29 15 pgs
Fees:78.00 Taxes:690.10
20150717-0070110

Commitment Number: 14NL51238

This instrument prepared by: 15WR21981
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:
Bayview Loan Servicing, LLC.
4425 Ponce de Leon Blvd., 3rd Floor Coral Gables, FL 33146.

After Recording, Mail/Return to:
~~Nations Lending Services~~ WWR
9801 Legler Road Tax ID: 012 03 0 007.00
Lenexa, KS 66219
1-800-316-4682

Consideration: $184,513.53

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS THAT THIS DEED IS EXECUTED ON June 24, 2015, that **TIMOTHY H. BENNETT**, an unmarried person, hereinafter called grantor, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Bayview Loan Servicing, LLC.**, whose tax mailing address is **4425 Ponce de Leon Blvd., 3rd 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 **Davidson County**, **Tennessee**, described as follows:

ALL RIGHT, TITLE AND INTEREST IN AND TO A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 15 AND RESERVED PARCEL "A" ON THE PLAN OF SECTION TWO, GRIZZARD MANOR, OR RECORD IN BOOK 4660, PAGE 17, REGISTER'S OFFICE

FOR SAID COUNTY. SAID LOT NO. 15 AND SAID RESERVED PARCEL "A" FRONT TOGETHER 284.18 FEET ON THE SOUTHWESTERLY MARGIN OF SUNNYSLOPE LANE AND EXTENDS BACK 362.4 FEET ON THE NORTHWESTERLY LINE AND 470382 FEET ON THE SOUTHERLY LINE TO A POINT OF INTERSECTION. SUBJECT TO SUCH LIMITATIONS, RESTRICTIONS AND ENCUMBRANCES AS MAY AFFECT THE PREMISES. BEING THE SAME PREMISES AS CONVEYED IN DEED FROM MARY T. BENNETT AKA MARY LOUISE BENNETT RECORDED 05/03/2007 IN DOCUMENT NUMBER 20070503-0052870 IN SAID COUNTY AND STATE. COMMONLY KNOWN AS: 2013 SUNNYSLOPE LANE, GOODLETTSVILLE, TN 37072

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

COMMONLY known as: **2013 SUNNYSLOPE LANE, GOODLETTSVILLE, TN 37072**
Assessor's Parcel Number: **012 03 0 009.00**

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.

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.

Transfer of Property. Transferor hereby agrees to transfer and Transferee hereby agrees to accept title to the Property subject to the terms and conditions set forth in this Agreement.

Acknowledgment of Default. Transferor acknowledges that it is in default of its obligations under the Loan and the Note, and that the entire unpaid principal balance thereof, together with interest thereupon, is immediately due and payable to Assignee without offset, defense, or counterclaim.

Consideration. Transferor acknowledges and agrees that the forgiveness of payment of the entire unpaid principal balance thereof, together with interest thereupon, in connection with the underlying Loan and Note is adequate consideration for the transfer of the Property to Transferee and that the transfer of the Property to Transferee is voluntary and free of coercion and duress. This obligation is secured by the following mortgage or deed of trust:

Borrower: TIMOTHY H. BENNETT
Trustee: WARRANTY TITLE INSURANCE COMPANY
Beneficiary: MERS INC. AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
Amount: $190,820.00
Dated: 02/05/2008
Recorded: 02/13/2008
Document: 20080213-0014468
Maturity Date: 03/01/2038
Type: CLOSED ENDED
Condo Rider Attached: NA
PUD Rider Attached: NA
Lender's Address: 1417 NOTH MAGNOLIA AVE, OCALA, FL 34475

ASSIGNMENT OF DEED OF TRUST
Assignor: MERS INC. AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
Assignee: BANK OF AMERICA, N.A.
Recorded: 12/27/2012
Document: 20121227-0119449

ASSIGNMENT OF DEED OF TRUST
Assignor: BANK OF AMERICA, N.A.
Assignee: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Recorded: 05/15/2014
Document: 20140515-0041666

ASSIGNMENT OF DEED OF TRUST
Assignor: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT BY BAYVIEW LOAN SERVICING, LLC ITS ATTORNEY IN FACT
Assignee: BAYVIEW LOAN SERVICING, LLC
Recorded: 06/13/2014
Document: 20140613-0051588

Closing of Transaction. Concurrently with the execution of this Agreement:

(a) Transferor shall deliver to Transferee:
(i) an executed and acknowledged Deed in Lieu of Foreclosure (the "Deed"), in form and substance satisfactory to Transferee, conveying fee simple title to the Property, subject only to such exceptions to title as may be approved by Transferee prior to the execution of this Agreement;
(ii) an executed Estoppel Affidavit in form and substance satisfactory to Transferee and Nations Title Agency ("Title Company");

(iii) all keys and pass cards, and combinations to all combination locks relating to the Property; and
(iv) copies of all service contracts, maintenance contracts, management contracts, listing agreements, commission agreements, equipment leases, warranty agreements, and other agreements pursuant to which third parties are obligated to provide goods or services, or to bear expenses or liabilities relating to the Property, including, without limitation, amendments and supplements thereto and in the possession of Transferor;
(b) Any and all transfer or other taxes incurred in connection with the closing of the transaction contemplated in this Section shall be the responsibility of Transferor. In addition, there shall be no perorations made at the close of escrow, the parties agreeing that Transferor shall be responsible for any and all property taxes and other costs and expenses owing at the closing of the transaction contemplated hereby.

Representations and Warranties.
(a) Transferor hereby makes the following representations and warranties to Transferee, which representations and warranties shall survive the execution, delivery, and recordation of the Deed and the consummation of the transactions contemplated hereby:
(i) Transferor has filed a Bankruptcy in Case _#_____ and has received a discharge.
(ii) Transferor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended.
(iii) The agreed to value of the Property is an accurate reflection of the fair market value of the Property.
(iv) To the best of Transferor's knowledge, there are no other claims and/or litigation affecting the Property.
(b) This Agreement and all other documents delivered in connection herewith by Transferor (i) have been duly authorized, executed, and delivered by Transferor; (ii) are binding obligations of Transferor; and (iii) neither violate the provisions of any agreement to which Transferor is a party.
(c) Transferor 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 Transferor as grantor in the Deed to convey, and by the Deed, Transferor has conveyed to Transferee therein, all of Transferor's right, title, and interest absolutely in and to the Property;
(iii) Possession of the Property is intended to and will be surrendered to Transferee concurrent with the conveyance of title to Transferee;
(iv) Transferor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Transferee, all other rights, titles, liens, and claims of Transferor, 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 Transferor, Transferor 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;
Disclaimer of Partnership. Nothing contained in this Agreement or any of the documents executed in connection herewith shall serve to create a partnership or any other fiduciary

relationship between Transferor and Transferee or between Transferor and Assignee, and Transferor and Transferee do hereby disclaim that any partnership or other fiduciary relationship exists between them.

No Merger. Transferor agrees and acknowledges that its entry into this Agreement, the Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Transferee'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.

Indemnification. Transferor, joint and severally, shall indemnify and defend Transferee against, and hold Transferee harmless of and from, any and all losses, liability, claims, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and court costs) that Transferee may suffer or incur, or to which Transferee may be subjected, by reason of, arising out of, or in connection with the falsity or misleading nature of any of the representations or warranties made by Transferor pursuant to this Agreement. Upon demand by Transferee, Transferor shall defend any action or proceeding brought against Transferee in connection with any of the foregoing, or Transferee may elect to conduct its own defense at the expense of Transferor. In any event, Transferor promptly shall reimburse Transferee in full for all costs reasonably incurred by Transferee in investigating, preparing, or defending any action or proceeding, commenced or threatened, in connection with any of the foregoing matters, or incurred in settlement of any such action or proceeding (whether commenced or threatened). This section shall survive the execution of this Agreement and the consummation of the transactions contemplated hereby.

Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by this Agreement, and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns.

Litigation Costs. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

Integration. This Agreement and the other agreements and documents referred to herein set forth the entire agreement and understanding of the parties. The only consideration for the execution of this Agreement is the consideration expressly recited herein. No other promise or agreement of any kind or nature has been made to or with the parties by any person or entity whatsoever to cause them to sign this Agreement.

Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

Third-Party Beneficiary. Transferor and Transferee acknowledge and agree that Assignee is an intended third-party beneficiary under this Agreement and the documents being executed pursuant hereto.

Waiver of Jury Trial. Each party hereby knowingly, voluntary and intentionally, waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating to this agreement and agrees that any such dispute shall be tried before a judge sitting without a jury.

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.

Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by this Deed, and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as so requested in order to carry out the intent and purpose of this Deed.

Litigation Costs. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

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 26 day of JUNE, 2015.

TIMOTHY H. BENNETT

STATE OF TN.
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on 6-26, 2015 by **TIMOTHY H. BENNETT** who is personally known to me or has produced DRIVERS 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

FRANK LANKFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

FRANK LANKFORD
MY COMMISSION EXPIRES
MARCH 10,2019

Maximum principal indebtedness for Tennessee recording tax purposes is $ 186,513.53
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of KS
County of Johnson

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is *, which amount is equal to or greater than that which the property would command at a fair and voluntary sale. *$ 186,513.53

Subscribed and sworn to before me

This 15 day of July, 2015.

Rebekah Fonseca
Affiant

Rebekah Fonseca
Print Name

JUSTIN CADDEL
Notary Public, State of Kansas
My Appointment Expires
8/15/2015

(Seal)

Justin Caddel
Notary Public

My commission expires:

8/15/2015

Justin Caddel
Print Name

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF TN.
COUNTY OF Davidson

TIMOTHY H. BENNETT, being first duly sworn, depose and say: that he/she/they is/are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Bayview Loan Servicing, LLC.**, dated the 26 day of June, 2015, conveying the following described property, to-wit:

ALL RIGHT, TITLE AND INTEREST IN AND TO A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 15 AND RESERVED PARCEL "A" ON THE PLAN OF SECTION TWO, GRIZZARD MANOR, OR RECORD IN BOOK 4660, PAGE 17, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 15 AND SAID RESERVED PARCEL "A" FRONT TOGETHER 284.18 FEET ON THE SOUTHWESTERLY MARGIN OF SUNNYSLOPE LANE AND EXTENDS BACK 362.4 FEET ON THE NORTHWESTERLY LINE AND 470382 FEET ON THE SOUTHERLY LINE TO A POINT OF INTERSECTION. SUBJECT TO SUCH LIMITATIONS, RESTRICTIONS AND ENCUMBRANCES AS MAY AFFECT THE PREMISES. BEING THE SAME PREMISES AS CONVEYED IN DEED FROM MARY T. BENNETT AKA MARY LOUISE BENNETT RECORDED 05/03/2007 IN DOCUMENT NUMBER 20070503-0052870 IN SAID COUNTY AND STATE. COMMONLY KNOWN AS: 2013 SUNNYSLOPE LANE, GOODLETTSVILLE, TN 37072

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 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 **Bayview Loan Servicing, LLC.**, 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 **Bayview Loan Servicing, LLC.**, agreement to forebear taking any action on the obligations secured by the mortgage described below. The mortgage referred to herein as described as follows:

Borrower: TIMOTHY H. BENNETT
Trustee: WARRANTY TITLE INSURANCE COMPANY
Beneficiary: MERS INC. AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
Amount: $190,820.00
Dated: 02/05/2008
Recorded: 02/13/2008
Document: 20080213-0014468
Maturity Date: 03/01/2038
Type: CLOSED ENDED
Condo Rider Attached: NA
PUD Rider Attached: NA
Lender's Address: 1417 NOTH MAGNOLIA AVE, OCALA, FL 34475

ASSIGNMENT OF DEED OF TRUST
Assignor: MERS INC. AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
Assignee: BANK OF AMERICA, N.A.
Recorded: 12/27/2012
Document: 20121227-0119449

ASSIGNMENT OF DEED OF TRUST
Assignor: BANK OF AMERICA, N.A.
Assignee: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Recorded: 05/15/2014
Document: 20140515-0041666

ASSIGNMENT OF DEED OF TRUST
Assignor: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT BY BAYVIEW LOAN SERVICING, LLC ITS ATTORNEY IN FACT
Assignee: BAYVIEW LOAN SERVICING, LLC
Recorded: 06/13/2014
Document: 20140613-0051588

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 **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 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.

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: 6/26/15

Timothy H. Bennett
TIMOTHY H. BENNETT

STATE OF TN.
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on 6-26, 2015 by **TIMOTHY H. BENNETT** who is personally known to me or has produced Drivers 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.

Frank Lankford
Notary Public



FRANK LANKFORD
MY COMMISSION EXPIRES
MARCH 10,2019

GRANTOR(S) AFFIDAVIT

State of TN.
County of Davidson

TIMOTHY H. BENNETT, 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.

Timothy H. Bennett
TIMOTHY H. BENNETT

STATE OF TN.
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on 6-26, 2015 by **TIMOTHY H. BENNETT** who is personally known to me or has produced Drivers 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.

Frank Lankford
Notary Public

FRANK LANKFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

FRANK LANKFORD
MY COMMISSION EXPIRES
MARCH 10,2019

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