Davidson County DEEDWARR
Recvd: 10/26/15 14:13 12 pgs
Fees:63.00 Taxes:486.52
20151026-0108728

Order Number: 150082317

This instrument prepared by:
Jay A. Rosenberg, Esq., Member Tennessee Bar, Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

Name And Address For Person(s) Responsible For Taxes:
PNC Bank, National Association
Select Portfolio Servicing 3815 SW Temple, Salt Lake City, Utah 84115.

After Recording Mail/Return To:
ServiceLink, A Black Knight Financial Services Company
10385 Westmoor Drive, Suite 100
Westminster, CO 80021
Attention: Denver DIL Title

Parcel Number or APN: 164-13-0-179.00

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Marvin A. Smith AKA Marvin Smith** and **Annette M. Smith**, a married couple, whose mailing address is **5709 MURPHY WOOD CROSSING, ANTIOCH, TN 37013**, hereinafter called grantors, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **PNC Bank, National Association**, whose tax mailing address is **Select Portfolio Servicing 3815 SW Temple, Salt Lake City, Utah 84115**, 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

Property Address: 5709 MURPHY WOOD CRO., ANTIOCH, TN 37013

COMMONLY known as: **5709 MURPHY WOOD CRO., ANTIOCH, TN 37013**

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 in accord with the Estoppel Affidavit attached hereto as Exhibit B.

Consideration. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage(s) or deed(s) of trust:

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

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the 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. 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 **PNC Bank, National Association** 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;

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same

read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

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 23rd day of July, 2015.

Marvin A. Smith AKA Marvin Smith

Annette M. Smith

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on July 23, 2015 by **Marvin A. Smith AKA Marvin Smith** and **Annette M. Smith** who are personally known to me or have produced driver's 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.

Karen R. Campbell
Notary Public

KAREN R. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV 6 2017

Property Address: 5709 MURPHY WOOD CRO., ANTIOCH, TN 37013

Maximum principal indebtedness for Tennessee recording tax purposes is $131,490.91
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of Tennessee
County of Davidson

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is 131,490.91, 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 23rd day of July, 2015.

Marvin A. Smith AKA Marvin Smith
Affiant

Marvin A. Smith AKA Marvin Smith
Print Name

(Seal)

Karen R. Campbell
Notary Public

My commission expires:

Nov. 6, 2017

Karen R. Campbell
Print Name

KAREN R. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV 6, 2017

Property Address: 5709 MURPHY WOOD CRO., ANTIOCH, TN 37013

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

Marvin A. Smith AKA Marvin Smith and Annette M. Smith, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **PNC Bank, National Association**, 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 **PNC Bank, National Association**, 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 **PNC Bank, National Association**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **PNC Bank, National Association**;

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 **PNC Bank, National Association**, 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 **PNC Bank, National Association**, 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(s) or deed(s) of trust 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 **PNC Bank, National Association**, 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 Grantee; 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.

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: July 23, 2015

Marvin A. Smith AKA Marvin Smith

Annette M. Smith

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on July 23, 2015 by **Marvin A. Smith AKA Marvin Smith** and **Annette M. Smith** who are personally known to me or have produced driver's 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.

Karen R. Campbell
Notary Public

KAREN R. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV. 6, 2017

Property Address: 5709 MURPHY WOOD CRO., ANTIOCH, TN 37013

GRANTOR(S) AFFIDAVIT

State of Tennessee }
County of Davidson }

Marvin A. Smith AKA Marvin Smith and Annette M. Smith, 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.

Marvin A. Smith AKA Marvin Smith

Annette M. Smith

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on July 23, 2015 by **Marvin A. Smith AKA Marvin Smith** and **Annette M. Smith** who are personally known to me or have produced Driver's 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.

KAREN R. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV 6, 2017

Karen R. Campbell
Notary Public

Property Address: 5709 MURPHY WOOD CRO., ANTIOCH, TN 37013

EXHIBIT A
(LEGAL DESCRIPTION)

All that parcel of land in the County of Davidson, State of Tennessee, being known and designated as follows: Land in Davidson County, Tennessee, being Lot No. 176 on the Plan of Asheford Crossing, Section Three, as of record in Book 9700, Page 545. Register's Office for Davidson County, Tennessee, to which said plan referenced is hereby made for a more complete and accurate legal description thereof. Tax ID: 164-13-0-179.00

Being the same property as conveyed from FRED D. STROUTH, JR. AND WIFE, SUSAN L. STROUTH to MARVIN A. SMITH AND WIFE, ANNETTE M. SMITH, as described in Deed Instrument number 20060127-0010972, Dated 01/24/2006. Recorded 01/27/2006 in DAVIDSON County Records.

Property Address: 5709 MURPHY WOOD CRO., ANTIOCH, TN 37013

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

Deed of Trust Dated 01/24/2006, Recorded 01/27/2006 in the office of the Recorder of DAVIDSON County, Tennessee, in Inst # 20060127-0010973, executed by Marvin A. Smith and wife Annette M. Smith to MERS Inc. as nominee for First Franklin a division of Nat. City Bank of IN, which states that it secured a debt in the principal sum of $135,920.00. Assigned from Mortgage Electronic Registration Systems Inc. ("MERS") to PNC Bank, National Association recorded 4/25/2011 Inst # 20110425-0031049.

Substitution of Trustee recorded 11/17/2014 Inst # 20141117-0105877, Appointing Shaprio & Kirsch, LLP, as Substitute Trustee.

Certificate of Authenticity

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, Tim Mercer, a notary public for this county and state, Kaylie Malish 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: 9/3/19.

Notary's Seal (If on paper)

KAYLIE JEAN MALISH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154035107
COMMISSION EXPIRES SEP. 3, 2019