Prepared By:
George R. Arrants, Jr., Attorney at Law
800 S. Gay Street, Ste 2500
Knoxville, TN 37929

RETURN TO:
STEWART TITLE COMPANY
601 CANYON DR, STE 100
COPPELL, TX 75019

Davidson County DEEDWARR
Recvd: 09/16/16 10:48 6 pgs
Fees:33.00 Taxes:192.40
20160916-0097538

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that **TONY J. ELION, JR., AND RAYNI GRIFFITHS, HUSBAND AND WIFE**, hereinafter called grantor, for **$52,000.00** and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **WELLS FARGO BANK, N.A.**, 1 HOME CAMPUS, MAC X2303-033, 3RD FLOOR, DES MOINES, IA 50328, 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:

APARTMENT UNIT NO. 6-13, OF ROBIN HOOD CONDOMINIUM, AS CREATED UNDER TITLE 64, SECTIONS 2701 ET SEQ. AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED, WHICH WAS EXECUTED BY CENTRAL TENNESSEE INVESTMENT COMPANY, INC. OF RECORD IN BOOK 5388, PAGE 524, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN EXHIBIT A-1 OF SAID MASTER DEED. REFERENCE IS MADE TO THE PLAN OF ROBIN HOOD CONDOMINIUM APARTMENTS OF RECORD ON BOOK 5200, PAGE 124, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SAID UNIT.

Being the same premises conveyed to Tony J. Elion Jr., unmarried by Warranty Deed from Ronald D. Chance and wife, Nancy A. Chance dated 04/12/2006, and recorded on 04/28/2005, as Instrument No. 20060428-0049065, in the Register's Office for Davidson County, State of Tennessee.

PROPERTY ADDRESS: 323 FORREST PARK RD., APT. 6-13, MADISON, TN 37115

PARCEL NUMBER: 00-43-13-A-77.00-R-000

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.

This deed does not affect a merger of the fee ownership and the lien of the mortgage 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 grantors, their 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 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 true and actual consideration for this transfer consists of $52,000.00 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgages hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain 1st mortgage (deed of trust) signed on **04/12/2006** and recorded **04/28/2006** as Instrument No. **20060428-0049066**, in the amount of $41,600.00, and that certain 2nd mortgage (deed of trust) signed on **04/12/2006** and recorded **04/28/2006** as Instrument No. **20060428-0049067**, in the amount of $10,400.00, both executed by TONY J. ELION JR. in the favor of WELLS FARGO BANK N.A. in the Register's Office of DAVIDSON County, State of Tennessee.

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 12 day of September 20 16.

TONY J. ELION JR.

RAYNI GRIFFITHS

STATE OF Tennessee)
) SS.
COUNTY OF Rutherford)

Personally appeared before me Charles D. Frye, a Notary Public in and for said County and State, the within named, **TONY J. ELION JR. AND RAYNI GRIFFITHS** with whom I personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Smyrna, Tennessee, this day of September 12th, 2016

Notary Public
My Commission Expires: 12/16/17

CHARLES D FRYE
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

STATE OF TENNESSEE)
) SS.
COUNTY OF Rutherford)

I, or we, hereby swear and affirm that, the actual consideration for this transfer or value of the property transferred, whichever is greater is $52,000.00, which amount is equal or greater than the amount which the property was transferred would command at a fair and voluntary sale.

Affiant

Affiant

CHARLES D FRYE
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Subscribed and sworn to me this 12th day of September, 2016.

Notary Public
My Commission Expires: 12/16/17

MAIL TAX STATEMENTS TO:
WELLS FARGO BANK, N.A.
1 HOME CAMPUS, MAC X2303-033, 3RD FLOOR
DES MOINES IA 50328

GRANTEE NAME:
WELLS FARGO BANK, N.A.
1 HOME CAMPUS, MAC X2303-033, 3RD FLOOR
DES MOINES, IA 50328

EXHIBIT "A" ESTOPPEL
AFFIDAVIT

STATE OF Tennessee)
) SS.
COUNTY OF Rutherford)

TONY J. ELION, JR., AND RAYNI GRIFFITHS, HUSBAND AND WIFE, being first duly sworn, depose and say: That she/he/they are/is the identical party(ies) who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO BANK, N.A.** dated the 12th day of September, 20 16, conveying the following described property, to-wit:

APARTMENT UNIT NO. 6-13, OF ROBIN HOOD CONDOMINIUM, AS CREATED UNDER TITLE 64, SECTIONS 2701 ET SEQ. AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED, WHICH WAS EXECUTED BY CENTRAL TENNESSEE INVESTMENT COMPANY, INC. OF RECORD IN BOOK 5388, PAGE 524, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN EXHIBIT A-1 OF SAID MASTER DEED. REFERENCE IS MADE TO THE PLAN OF ROBIN HOOD CONDOMINIUM APARTMENTS OF RECORD ON BOOK 5200, PAGE 124, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SAID UNIT.

Being the same premises conveyed to Tony J. Elion Jr., unmarried by Warranty Deed from Ronald D. Chance and wife, Nancy A. Chance dated 04/12/2006, and recorded on 04/28/2005, as Instrument No. 20060428-0049065, in the Register's Office for Davidson County, State of Tennessee.

PROPERTY ADDRESS: 323 FORREST PARK RD., APT. 6-13, MADISON, TN 37115

PARCEL NUMBER: 00-43-13-A-77.00-R-000

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to WELLS FARGO BANK, N.A., 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 WELLS FARGO BANK, N.A. therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WELLS FARGO BANK, N.A.;

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 WELLS FARGO BANK, N.A. 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 $52,000.00 by WELLS FARGO BANK, N.A. and WELLS FARGO BANK, N.A. agreement to forbear taking any action against affiants to collect on the obligations secured by the mortgages 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 mortgages referred to herein include that certain 1st mortgage (deed of trust) signed on **04/12/2006** and recorded **04/28/2006** as Instrument No. **20060428-0049066**, in the amount of $41,600.00, and that certain 2nd

mortgage (deed of trust) signed on **04/12/2006** and recorded **04/28/2006** as Instrument No. **20060428-0049067**, in the amount of $10,400.00, both executed by TONY J. ELION JR. in the favor of WELLS FARGO BANK N.A. in the Register's Office of DAVIDSON County, State of Tennessee.

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 WELLS FARGO BANK, N.A., 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/WE (THE GRANTORS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

IN WITNESS WHEREOF, the Affiants have executed this instrument this 12th day of September, 2016.

TONY J. ELION JR.

RAYNI GRIFFITHS

STATE OF Tennessee)
COUNTY OF Rutherford) SS.

Sworn and subscribed before me on this 12th day of September, 2016 by **TONY J. ELION JR. AND RAYNI GRIFFITHS.**

NOTARY STAMP/SEAL

CHARLES D FRYE
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/16/17

True Copy Certification

I, Kathy Baize, 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.

Kathy Baize
Signature

State of Texas

County of Dallas

Personally appeared before me, Sarah L Woodward, a notary public for this county and state, Kathy Baize who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Sarah L Woodward
Notary's Signature

My Commission Expires: 9-1-2019
Notary' Seal (if on paper)

SARAH L WOODWARD
Notary Public, State of Texas
Comm. Expires 09-01-2019
Notary ID 13035544-4