Bill Garrett Davidson County
Batch# 64166 DEEDWARR
03/01/2018 03:20:30 PM 6 pgs
Fees: $33.00 Taxes: $562.19
20180301-0019552

PREPARED BY/RETURN TO:
Solomon | Baggett, LLC
3763 Rogers Bridge Road
Duluth, GA 30097
Our File No.: CMS.02097

Name and Address for person(s) responsible for taxes:
Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A
c/o Carrington Mortgage Services, LLC
1600 South Douglass Road, Site 200-A
Anaheim, CA 92806

Name and Address for new owner:
Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A
c/o Carrington Mortgage Services, LLC
1600 South Douglass Road, Site 200-A
Anaheim, CA 92806

Map/Parcel Number: 09610015300

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Karen W. Davis and Donald K. Davis, husband and wife,**, hereinafter called Grantor, for $100.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A**, 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:

Land in Davidson County, Tennessee, being Lot No. 34 of Twin Lawn Subdivision, as shown by Plan of record in Book 2331, Page 9, Register's Office for said County, and more particularly described as follows: Lot No. 34 fronts 78 feet on the northerly side of Dunmore Drive and runs back between lines 150.0 feet on the easterly line and 149.7 feet on the westerly line to a dead line in the rear on which is measures 78.0 feet.

Being the same property conveyed to Karen N. Davis and husband, Donald K. Davis, by Warranty Deed, recorded 12/6/01, as Inst#20011206-0134373, and corrected by Corrective Warranty Deed, recorded 3/8/02, at Inst#20020308-0029615, in the Register's Office of Davidson County, Tennessee.

Property known as: 2822 Dunmore Drive, Nashville, TN 37214.

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 effect a merger of the fee ownership and the lien of the Deed of Trust 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 described below, other than by foreclosure of that Deed of Trust; and, that in any proceedings to foreclose that Deed of Trust, 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 Deed of Trust 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 A.

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the Deed of Trust hereinafter described and agreement not to name the Grantor as a party to a foreclosure action stated above with respect to that certain Deed of Trust:

Doc Type:	Deed of Trust	Execution Date:	May 27, 2004
Instrument No.:	20040609-0067953	Recorded Date:	June 5, 2004
Loan Amount:	$192,810.39	Maturity Date:	June 2, 2031
Grantor:	Karen W. Davis and Donald K. Davis, Husband and Wife		
Beneficiary:	CitiFinancial Mortgage Loan Corporation		
Trustee:	Tucker Harris		
Open End:	No		
Assigned to:	Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A		
Execution Date:	January 17, 2017		
Instrument No.:	20170117-0005003	Recorded Date:	January 17, 2017

In construction this deed and where the context so required, 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 corporation and to individuals.

WITNESS the hand of said Grantor this 26 day of November, 2017.

KAREN W. DAVIS

DONALD K. DAVIS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on NOVEMBER 26, 2017 by **KAREN W. DAVIS and DONALD K. DAVIS** who are personally known to me or have produced DRIVERS LICENSES 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.

RENEE E. SINNOTT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires 05-06-2019

Maximum principal indebtedness for Tennessee recoding tax purposes is $151,942.76. (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, if $151,942.76, 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 26 day of November, 2017.

Affiant

Donald K Davis
Print Name

(Seal)

RENEE E. SINNOTT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary Public

RENEE E. SINNOTT
Print Name

My Commission Expires:
05-06-2019

EXHIBIT "A"

ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Karen W. Davis and Donald K. Davis, 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 **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A**, dated the 16th day of NOVEMBER, 2017, conveying the following described property, to-wit:

Land in Davidson County, Tennessee, being Lot No. 34 of Twin Lawn Subdivision, as shown by Plan of record in Book 2331, Page 9, Register's Office for said County, and more particularly described as follows: Lot No. 34 fronts 78 feet on the northerly side of Dunmore Drive and runs back between lines 150.0 feet on the easterly line and 149.7 feet on the westerly line to a dead line in the rear on which is measures 78.0 feet.

Being the same property conveyed to Karen N. Davis and husband, Donald K. Davis, by Warranty Deed, recorded 12/6/01, as Inst#20011206-0134373, and corrected by Corrective Warranty Deed, recorded 3/8/02, at Inst#20020308-0029615, in the Register's Office of Davidson County, Tennessee.

Property known as: 2822 Dunmore Drive, Nashville, TN 37214.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust 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 **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust 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 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 **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A**, who have 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 affiants of the sum of $100.00 by **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A**, agreement to forebear taking any action against affiants to collect on the obligations secured by the Deed of Trust described below, other than by foreclosure of that Deed of Trust and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The Deed of Trust referred to herein:

Doc Type:	Deed of Trust	Execution Date:	May 27, 2004
Instrument No.:	20040609-0067953	Recorded Date:	June 5, 2004
Loan Amount:	$192,810.39	Maturity Date:	June 2, 2031
Grantor:	Karen W. Davis and Donald K. Davis, Husband and Wife		
Beneficiary:	CitiFinancial Mortgage Loan Corporation		
Trustee:	Tucker Harris		
Open End:	No		
Assigned to:	Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A		
Execution Date:	January 17, 2017		
Instrument No.:	20170117-0005003	Recorded Date:	January 17, 2017

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 **Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A**, 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: 11/26/17

KAREN W. DAVIS

DONALD K. DAVIS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on November 26, 2017 by **KAREN W. DAVIS and DONALD K. DAVIS** who is personally known to me or has produced DRIVERS LICENCES 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.

RENEE E. SINNOTT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires
05-06-2019

True Copy Certification

I, Robert J. Solomon, 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 Georgia

County of Gwinnett

Personally appeared before me, Lisa Baggett, a notary public for this county and state, Robert J. Solomon, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

My Commission Expires:
Notary Seal

