Bill Garrett Davidson County
Batch# 114423 DEEDQC
07/10/2018 01:24:13 PM 12 pgs
Fees: $63.00 Taxes: $848.61

20180710-0066555

STATE OF Minnesota
COUNTY OF Washington
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $229,354.43

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF June 2018.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

TYLER D. SCHOFF
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2021

**THIS INSTRUMENT WAS PREPARED BY**
**PHILLIP D. BARBER**
**ATTORNEY AT LAW**
**201 4TH AVENUE NORTH, SUITE 1270**
**NASHVILLE, TN 37219**
**615.310.9004**

**THIS INSTRUMENT WAS PREPARED BASED SOLELY ON INFORMATION FURNISHED BY THE PARTIES NO INDEPENDENT TITLE SEARCH WAS PERFORMED.**

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| **BONITA J. BARBER-YOUNG** | **Bonita J. Barber-Young** | **No. 126000102000** |
| **4438 Heath Road** | **4438 Heath Road** | |
| **Nashville, TN 37221** | **Nashville, TN 37221** | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

# ***QUITCLAIM DEED***

FOR AND IN CONSIDERATION OF THE SUM OF $229,354.43, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, GRANTOR, RESI REO SUB, LLC, HEREBY QUITCLAIMS ALL INTEREST AND RIGHTS TO BONITA J. BARBER-YOUNG, A SINGLE WIDOW WOMAN, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

A certain tract or parcel of land situated in Davidson County, State of Tennessee and described as follows:

Land in Davidson County, Tennessee, being Lot(s) 1, as shown on the map entitled Plan of John Welch Property of record in Plat Book 8250, page 628, Register's Office for said County.
Said Lot No. 1, fronts 250.00 feet on the northerly margin of U. S. Highway 70 and extends back 249.91 feet on the westerly line and 462.19 feet on the easterly line to a broken line in the rear to the southerly margin of Heath Road (Private) measuring 301.16 feet thereon.

Being the same property acquired by Bank of New York Mellon Trust Company, National Association as grantor trustee of the Protium Master Grantor Trust, 701 Corporate Center Drive, Raleigh, North Carolina 27607, by foreclosure sale on March 24, 2010, and Trustee Deed dated March 24, 2010 of record instrument No. 20100415-0028417, Register's Office for Davidson County Tennessee.

Being the same property acquired by GRANTEE RESI REO Sub, LLC, by Quit Claim deed dated August 3, 2015, from ARLP TRUST, GRANTOR, a subsidiary of Altisource Residential, L. P., and of record instrument No. 20160421-0038677, dated April 21, 2016 in the Register's Office for Davidson County Tennessee.

Unimproved ( )
This is improved( X ) property, known as 4438 (House Number) Heath Road (Street) (P.O. Address) Nashville, TN (City or Town) 37221 (Postal Zip)

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our (my) hand this 1st day of June, 2018.

**GRANTOR RESI REO Sub, LLC**
Name: Randall K Mason
Title: VP

**STATE OF** Minnesota )
)
**COUNTY OF** Washington )

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Randall Mason, the GRANTOR(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 1st day of June, 2018.

My Commission Expires: 01/31/2021

Tyler D Schopf
Notary Public

TYLER D. SCHOPF
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2021

# AGREEMENT

**Agreement made as of the date of the last to sign below, between RESI REO SUB, LLC ("GRANTOR") and Bonita J. Barber-Young ("GRANTEE") for purchase and sale of the real property located at 4438 Heath Road, Davidson County, Nashville, Tennessee (the "PROPERTY").**

**This agreement references an earlier agreement with the Bank of New York Mellon Trust ("BNYMT") dated April 24, 2014 containing several clauses that are no longer applicable considering BNYMT conveyed the property to RESI REO SUB, LLC in August 2015.**

**WHEREAS,** by agreement of the parties, in order to effect this action upon the terms and conditions recited below, and;

**WHEREAS,** it is expedient to revise and reduce that previous agreement to a writing that will memorialize the terms of this agreement thereby disposing of this matter, and;

**WHEREAS,** John G. Young, Jr. is now deceased, having passed on December 26, 2016, and;

**WHEREAS,** John G. Young, Jr., was insured under a TransAmerica life insurance policy number 41753844, of which $210,000 was assigned to BNYMT in a Collateral Assignment on or about April 24, 2014 ("TransAmerica Policy"), a copy of which had been previously furnished to BNYMT, the Defendant named in the SETTLEMENT AGREEMENT previously filed with the Sixth Circuit Court of Davidson County Tennessee in exchange for dismissal of a suit therein filed having Bonita J. Barber-Young as Plaintiff, and;

**WHEREAS,** the parties have contacted TransAmerica Life Insurance Company, who has agreed to accept a Release of Collateral Assignment from Bank of New York Mellon Trust in order to pay the life insurance proceeds to Bonita J. Barber-Young pursuant to this agreement; and

**WHEREAS,** Grantor and Grantee have agreed that Grantee will pay $229,354.43 to Grantor ($210,000 from the insurance policy and the remaining amounts from Grantee personally) and in exchange the Grantor will sign a Quit Claim Deed transferring its interest in the subject PROPERTY at 4438 Heath Road, Nashville, Tennessee 37221 to the Grantee;

**WHEREAS,** in consideration of the mutual promises and covenants contained therein, and herein, each of the above named parties, now by signing in the spaces provided below do hereby agree that this matter can and will be SETTLED under these new terms and conditions contained in the articles below:

## ARTICLE ONE

Terms of the previous agreement between BNYMT and Grantee for payment of deferred rental and agreed upon sums of funds advanced are hereby adopted *in toto* and incorporated by reference as if fully copied herein and become a part of this agreement and become due and payable upon delivery of the quit claim deed to the subject property. Payment of the 36 deferred rental amounts (36 x 400 = $14,400.00) which constitute the rental up until the death of the insured; and the $4,954.43, amount agreed that BNYMT had advanced, will be added to the $210,000, such that the total settlement payment under this agreement will be $229,354.43 (the "Settlement Funds").

## ARTICLE TWO

Pursuant to the earlier agreement between Grantee and BNYMT (dated on or about April 24, 2014) and the subsequent sale of the property to RESI REO SUB, LLC on August 3, 2015, the parties agree that upon the signing of a Collateral Release of the TransAmerica Policy by BNYMT, and the signing of this agreement, the following will happen:

1. Upon the receipt of the proceeds of the TransAmerica Life Insurance Policy, Bonita J. Barber-Young, ("GRANTEE") will transfer or will cause to have transferred to the Attorneys Trust Account of Phillip D. Barber, $210,000.00 plus $19,354.43 of her personal funds, all of which are to be aggregated ($229,354.43) and held in trust FOR THE BENEFIT OF RESI REO, LLC.

2. RESI REO SUB, LLC will provide an authorizing document, a copy of which is attached hereto as Exhibit A from the Grantor indicating the person signing the Quit Claim Deed is authorized by the Grantor entity to execute a Quit Claim Deed in a form acceptable for filing, as attached hereto as Exhibit B.

3. The Settlement Funds will be provided as certified funds by Phillip D. Barber from his Attorneys Trust Account to RESI REO SUB, LLC in exchange for the Quit Claim Deed.

## ARTICLE THREE

GRANTOR agrees and promises to specifically waive any and all rights and claims to the property and to never institute any legal action that would cloud the fee simple title achieved by Bonita J. Barber-Young by receipt and registration of the quit claim deed delivered to her by GRANTOR.

## ARTICLE FOUR

Attorneys' Fees: Each Party shall bear their own attorneys' fees and costs, if any, incurred arising from the actions of its own counsel in connection with the matters leading up to the Effective Date of this Agreement. If any Party hereto commences any action arising out of or otherwise relating to this Agreement, and/or the Alleged Claims, including, without limitation, any action to enforce or interpret this Agreement, any Party may plead the existence of this Agreement (including as a bar to any such claim), which Agreement shall be judicially noticed by the relevant tribunal without objection by any other Party. The prevailing Party or Parties in any such action shall be entitled to recover its reasonable attorneys' fees and other expenses incurred in such action.

## ARTICLE FIVE

Release by Grantee: In consideration of the recitals, covenants and agreements set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, upon the Effective Date of this Agreement, Grantee, for and on behalf of herself and her present and future spouses (and common law spouses), children, parents, descendants, relations, successors, beneficiaries, heirs, next of kin, assigns, executors, administrators and/or estate, or any and all other persons who could claim through him/her (collectively, the "Releasors") hereby unconditionally, irrevocably, forever and fully release, acquit, and forever discharge RESI REO, LLC, Altisource Residential, LP (n/k/a Front Yard Residential, LP), Altisource Residential, Corp. (n/k/a Front Yard Residential Corporation) and each of their predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, partners, members, insurers, investors, attorneys, officers, shareholders, directors, agents, representatives, employees, vendors, subcontractors, clients, administrators, executors, personal representatives, the beneficiary and investor in any loan for the Property, as well as their predecessors, heirs or successors in interest and assigns, and each of them (the "Releasee"), of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities and judgments of any kind, nature or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and

all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees) which were or could have been raised in, arise out of, relate to or in any way, directly or indirectly, involve the Property or the matters leading up to the Agreement. It is the intention and effect of this release to discharge all claims that the Releasors have against the Releasee up until and including the date of the execution of this Agreement. Releasors acknowledge and agree that they may hereafter discover facts different from, or in addition to, those facts known to them or which they now believe to be true with respect to any and all of the claims, demands, actions, causes of action, suits, liens, debts, obligations, damages, liabilities, judgments, costs, expenses and fees (including reasonable attorney's fees) existing on the effective date of this Agreement. Releasors nevertheless agree that the releases set forth herein have been negotiated and agreed upon, notwithstanding such acknowledgment and agreement, and hereby expressly waive any and all rights that they may have under any federal or state statute or common law principle that may provide that a general release does not extend to claims which are not known to exist at the time of execution.

## ARTICLE SIX

Warranties and Representations: The Parties hereto warrant and represent that (a) he, she or it is the sole owner of all rights, claims, damages, actions, causes of action, suits and defenses, as the case may be, at law or in equity, he, she or it has or may have or that were asserted or could have been asserted regarding this Agreement, and (b) he, she or it has not assigned, transferred, conveyed or purported to assign, transfer or convey to any person or entity any right, claim, action, cause of action, suit (at law or in equity), defense, demand, debt, liability, account or obligation herein released, or any part thereof, or that would, absent such assignment, transfer or conveyance, be subject to the releases set forth in this Agreement.

## ARTICLE SEVEN

Acknowledgments: Each of the Parties acknowledges and agrees that:

a. This Agreement is entered into and executed voluntarily by each of the Parties hereto and without any duress or undue influence on the part of, or on behalf of, any such Party.

b. Each of the Parties hereto has been represented by counsel of its/their own choice, or has had the opportunity to be represented by counsel and to seek advice in connection with the negotiations for, and in the preparation of, this Agreement and that he, she or it has read this Agreement and that he, she or it is fully aware of its contents and legal effects. All Parties who are representing themselves are warned to obtain the advice of an attorney before signing this Agreement.

c. The drafting and negotiation of this Agreement has been undertaken by all Parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all of the parties hereto with no presumption in favor of one party over another in the event of any ambiguity.

## ARTICLE EIGHT

Tax Consequences: This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree this Agreement reflects the settlement of disputed legal claims and that Grantor makes no representations regarding the Agreement's tax consequences. Each Party is solely responsible for any and all taxes, interest and penalties due and owing, if any due to this agreement and transfer.

## ARTICLE NINE

Any notice given pursuant to the terms of this agreement shall be forwarded by FedEx, UPS, DHL, USPS mail, facsimile, email, or may be delivered in person to:

Bonita J. Young,
C/o Phillip Barber, Attorney,
201 4th Ave N, Ste 1270,
Nashville, TN 37219
Tele (615) 562-1950
Fax (615) 250-0570
pdbarber@comcast.net

or

RESI REO SUB, LLC
C/o Jennifer Odom
Bryan Cave Leighton Paisner LLP
1201 W Peachtree St NW
14th Floor
Atlanta, GA 30309
Tele (404) 572-6713
Fax (404) 572-6999
Jennifer.Odom@BCLPlaw.com

Either party may change the address where notice is to be given by giving notice as aforesaid.

## ARTICLE TEN

Severability: Any provision of this agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect..

## ARTICLE ELEVEN

Binding Effect: This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.

## ARTICLE TWELVE

Entire Agreement: This agreement embodies the entire contract of the parties and shall not be altered, changed or modified in any respect except by written instrument, signed by both parties. This Agreement supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among the parties relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

## ARTICLE THIRTEEN

Further Assurances: The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, deeds or agreements. The Parties further agree to give reasonable cooperation and assistance to any other party or parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

## ARTICLE FOURTEEN

Bonita J. Barber-Young does hereby specifically agree to the alternative payment method as set out in herein and will hold Transamerica Insurance Company harmless and not liable for any acts of any party and as **RELEASOR WILL AS STATED HEREIN:**

> "Releasor, and her successors and assigns, hereby release, discharge and acquit Transamerica Life Insurance Company and its representatives, successors and assigns, including without limitation, agents, employees, servants, directors, officers, attorneys, parent companies, affiliated companies, subsidiaries, insurers and reinsurers and each of them (hereinafter referred to as "Releasee"), of and from any and all claims, demands, sums of money, actions, rights, causes of action, obligations and liabilities of any kind or nature whatsoever which

Releasor may have had or claim to have had, or now have or claim to have or hereafter may have or assert to have, which arise out of or are in any manner whatsoever, directly or indirectly, connected with or related to" the policy.

**ARTICLE FIFTEEN**

Attached herewith as Exhibit C is the form document furnished by TransAmerica to be executed by BNYMT for the Release of Assignment of Benefits.

**ARTICLE SIXTEEN**

Counterparts: This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument. This Agreement may also be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

IN WITNESS WHEREOF, The parties hereto have set their hands on the date[s] below written.

**RESI REO SUB, LLC**

By: Randall K Mason
**Print name**

Title: VP

**Signature:**

Date: June 1, 2018

**BONITA J. BARBER-YOUNG**

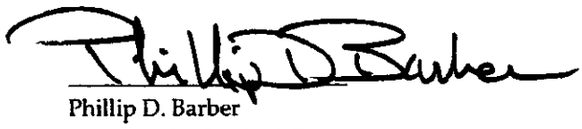
By: Bonita J. Barber Young
**Print name**

Title: Grantee

**Signature:**

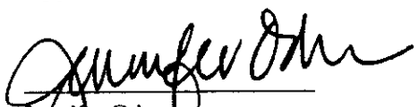
Date: 6-12-18

Approved:



Phillip D. Barber
Attorney for Bonita J. Barber-Young
201 4th Avenue North, Suite 1270
Nashville, TN 37219
(615) 562-1950
(615) 2502-0570 fax
pdbarber@comcast.net

Approved:



Jennifer Odom
Attorney for RESI REO SUB, LLC
Bryan Cave Leighton Paisner, LLP
1201 W Peachtree St NW
14th Floor
Atlanta, GA 30309
Tele (404) 572-6600
Fax (404) 572-6999
Jennifer.Odom@BCLPlaw.com

# Exhibit A

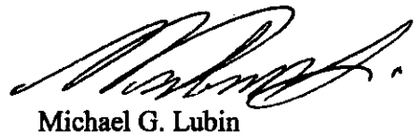
**SECRETARY'S CERTIFICATE**

I hereby certify that I am the General Counsel and Secretary of Front Yard Residential, Corporation, a corporation duly organized and existing under the laws of the State of Maryland ("Front Yard"). I further certify that RESI REO Sub, LLC (the "Company") is a wholly owned subsidiary of Front Yard. I further certify that the following officers of Front Yard are authorized to act on behalf of the Company:

George G. Ellison - Chief Executive Officer
Robin N. Lowe - Chief Financial Officer
Stephen H. Gray - Chief Administrative Officer
Michael G. Lubin - General Counsel and Secretary
Randall K. Mason - Vice-President, Operations
Rene R. Dittrich – Chief Accounting Officer

IN WITNESS WHEREOF, I have hereunto set my hand on this the 6th day of June, 2018.

FRONT YARD RESIDENTIAL CORPORATION

By: 

Michael G. Lubin
General Counsel and Secretary