Karen Johnson Davidson County
Batch# 686326 DEEDWARR
07/29/2021 09:44:30 AM 13 pgs
Fees: $68.00 Taxes: $493.28
20210729-0101968

This Instrument prepared by

Thompson Burton, PLLC (PGY)
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067

Address New Owner(s)	Send Tax Bill To:	Map & Parcel Nos.:
Richard A. Clark c/o Summit Business Management 21650 Oxnard St., Suite 350 Woodland Hills, CA 91367-4290	Richard A. Clark c/o Summit Business Management 21650 Oxnard St., Suite 350 Woodland Hills, CA 91367-4290	**104 04 0D 008.00**

DEED IN LIEU OF FORECLOSURE

THIS DEED IN LIEU OF FORECLOSURE ("Deed") entered into by and between James M. Rink ("Rink") and Lynnmarie Rink Hrovat ("Hrovat") (Rink and Hrovat, individually and collectively the "Grantor") and Richard A. Clark (the "Grantee").

WHEREAS, James M. Rink, by a Deed of Trust dated May 15, 2015, of record in Instrument No. 20150909-0091727, Register's Office for Davidson County, Tennessee ("Deed of Trust") conveyed to Wagon Wheel Title and Escrow, LLC, Trustee, the Property as hereinafter described to secure to Grantee a Promissory Note, etc. to James M. Rink, as described in said Deed of Trust ("Note"); and

WHEREAS, a default has occurred under the terms of said Note secured by said Deed of Trust and the Grantee, as owner and holder of said Note, has demanded that the real property be advertised and sold in satisfaction of said debt and the cost of foreclosure in accordance with the terms and provisions of said Note, Deed of Trust and applicable law; and

WHEREAS, a judgment lien (the "Judgment Lien") has been recorded in Instrument No. 20191212-0128146 which grants Grantee a secured judgment against James M. Rink; and

WHEREAS, Grantor has offered to convey said Property to Grantee in partial satisfaction of the Judgment Lien in lieu of Grantee holding the foreclosure sale and incurring the attorney's fees, costs and expenses associated with a foreclosure sale and the time to advertise and conduct a foreclosure sale.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does transfer and convey unto the said Grantee, his heirs and representatives, a certain tract or parcel of improved land in Davidson County, Tennessee described on Exhibit A attached hereto and incorporated herein with the appurtenances, estate, title, and interest thereto belonging ("Property").

To have and to hold the Property, to the said Grantee, his heirs and representatives forever, Grantor covenants to the said Grantee that it is lawfully seized and possessed of said Property in fee simple, has a good right to convey it and the same is unencumbered except for the Deed of Trust and a prior deed of trust recorded on February 7, 2007 in favor of Mortgage Lenders of America, LLC. Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said Property to the said Grantee, his heirs and representatives, against the lawful claims of all persons, whomsoever.

In further consideration of the Grantor's conveyance herein and the forbearance by Grantee of his right to foreclose under the Deed of Trust and/or Judgment Lien and other good and valuable consideration, the parties do specifically and mutually agree and bind themselves as follows:

1. Grantor acknowledges and agrees that the property value is reasonably equivalent value in exchange for transfer of Grantor's right, title and interest in the Property as provided in this Deed.

2. Grantor acknowledges and agrees that it has no equity in the Property.

3. Grantor declares this conveyance is fairly made, without force or duress and in exchange for the receipt of substantial and adequate consideration equal to the fair value of Grantor's interest in the Property and that this is an absolute conveyance (and not a conveyance for security purposes, a mortgage, Deed of Trust or security interest of any kind).

4. Grantor agrees and understands that all proceeds received from the subsequent sale of said Property by Grantee is property of the Grantee and Grantor is not entitled to any further credit or reduction of this Note or Judgment Lien.

5. This Deed shall not effect the Deed of Trust or the Judgment Lien, except with respect to partial satisfaction of such Judgment Lien, and the Deed of Trust and Judgment Lien shall remain in full force and effect after the date of this Deed and the interest of Grantee, its heirs and representatives in the Property upon effectuation of the conveyance as provided in this Deed shall not merge with the interest of Grantee or any affiliate of Grantee or any successors or assigns of Grantee nor shall this Deed extinguish the liens of the Deed of Trust or Judgment Lien, but rather the Deed of Trust and Judgment Lien shall be and remain at all times separate and distinct, notwithstanding any unity or commonality of interest in Grantee and the holder of the Deed of Trust and Judgment Lien, and the Deed of Trust and Judgment Lien shall be and remain at all times valid and continuous liens on the Property subject only to such written and recorded releases and reconveyance of the Deed of Trust or Judgment Lien as the holder of the Deed of Trust and Judgment Lien may execute at the date of this Deed, in its sole and absolute discretion. The execution, delivery and acceptance of this Deed shall not be construed to create or effect a merger of the lien of the Deed of Trust or Judgment Lien with the interest conveyed under this Deed. The holder of the Deed of Trust and Judgment Lien, its successors, affiliates and assigns, shall have the right to foreclose the lien of the Deed of Trust and Judgment Lien against all persons claiming an interest in or lien on any or all of the Property conveyed under this Deed.

[Signature page follows.]

WITNESS our hands this the 2 day of June, 2021

GRANTOR:

JAMES M. RINK

See attached

LYNNMARIE RINK HROVAT

GRANTEE:

See attached

RICHARD A. CLARK

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, James M. Rink, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2 day of June, 2021.

Notary Public

My Commission Expires: 3.7.23

ROBERT A. MULLINS
STATE OF TENNESSEE NOTARY PUBLIC
Exp. Mar. 7, 2023
DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Lynnmarie Rink Hrovat, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, James M. Rink, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2 day of June, 2021.

Notary Public

My Commission Expires: 3.7.23

ROBERT A. MULLINS
STATE OF TENNESSEE NOTARY PUBLIC
Exp. Mar. 7, 2023
DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Lynnmarie Rink Hrovat, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

WITNESS our hands this the 2nd day of June, 2021

GRANTOR:

See attached
JAMES M. RINK

Lynn Marie Rodick
LYNNMARIE RINK HROVAT
Rodick

GRANTEE:

See attached
RICHARD A. CLARK

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, James M. Rink, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Lynnmarie Rink Hrovat, now Rodick with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, this 10th day of June, 2021.

Michele McGill
Notary Public

My Commission Expires: 3/14/23

MICHELE MCGILL
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

WITNESS our hands this the 2nd day of June, 2021

GRANTOR:

See attached
JAMES M. RINK

See attached
LYNNMARIE RINK HROVAT

GRANTEE:

Richard A. Clark
RICHARD A. CLARK

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura

Subscribed and sworn to (or affirmed) before me on this 26th day of July, 2021, by Richard A. Clark,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

STEPHANIE GUERRERO
Notary Public - California
Ventura County
Commission # 2329598
My Comm. Expires Jun 12, 2024

(Seal)

Signature

STATE OF_____)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Richard A. Clark, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, California, this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

Certificate Attached for California Notary Wording

STATE OF _____)
)
COUNTY OF _____)

The actual consideration for this transfer or value of property whichever is greater is $133,318.09. This is equal to or greater than the property would bring at a fair and voluntary sale.

Richard A. Clark

Sworn to and subscribed before me on

this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

Certificate Attached for California Notary Wording

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura

Subscribed and sworn to (or affirmed) before me on this 26th day of July, 2021, by Richard A. Clark,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

STEPHANIE GUERRERO
Notary Public - California
Ventura County
Commission # 2329598
My Comm. Expires Jun 12, 2024

(Seal)

Signature

EXHIBIT A

Land in Davidson County, Tennessee, being Unit No. 4, on the Horizontal Property Regime for the Plan of Lincoln Court, as recorded in the Master Deed of record in Book 6942, page 585 and amended in Book 7357, page 854, Register's Office for Davidson County, Tennessee, to all of which reference is hereby made for a more complete description together with an undivided percentage interest in the common elements allocated to said unit as set forth in said Master Deed.

Being the same property conveyed to JAMES M. RINK AND WIFE, LYNNMARIE RINK, by deed from WILLIAM MOSS AND WIFE, PANSY MOSS, of record in Instrument No. 20070207-0016330, dated February 6, 2007, said Register's Office. Lynnmarie Rink, Lynnmarie Rink Hrovat and Lynnmarie Rink Hrovat Rodick are one and the same person.

TRUE COPY CERTIFICATION

I, Carole M. Maxson, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on **June 2, 2021** (date of document).

Carole M. Maxson

7/28/21
Date

STATE OF TENESSEE)
COUNTY OF WILLIAMSON)

On 7/28/21, before me, the undersigned, personally appeared Carole M. Maxson, who acknowledges that this certification of an electronic document is true and correct.

NOTARY PUBLIC

My Commission Expires: 11-05-2024

