Karen Johnson Davidson County
Batch# 741446 DEEDWARR
10/22/2021 09:56:30 AM 12 pgs
Fees: $62.00 Taxes: $0.00
20211022-0141927

True Copy Certification

I, Jody Walshe, 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, [Name of Notary], a notary public for this county and state, [name of person making certification] 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: 5-4-2021
Notary' Seal (if on paper)

MONIQUE MCCUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014027774
COMMISSION EXPIRES MAY 04, 2021

Document Date: **OCTOBER 8, 2021**

This instrument prepared by:
Jay A. Rosenberg, Esq., Member Tennessee Bar, Rosenberg PLLC, Attorneys At Law, 101 South Reid Street, Suite 307, Sioux Falls, South Dakota 57103 (513) 247-9605 Fax: (866) 611-0170.

Name And Address For Person(s) Responsible For Taxes:
BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST
14405 Walters Road, Suite 200, Houston, TX 77014.

After Recording Mail/Return To:
ServiceLink
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
Attention: Denver DIL Title

Parcel Number or APN: 116130C04400CO **EXEMPTION TCA 67-4-409 (F)(2)**

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM**, whose mailing address is **119 WESTOVER DRIVE, NASHVILLE, TN 37205**, hereinafter called grantor, for $0.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**, whose tax mailing address is **14405 Walters Road, Suite 200, Houston, TX 77014**, 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

Property Address: 105 Leake Ave. Unit #44, Nashville, TN 37205

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

COMMONLY known as: **105 Leake Ave Unit #44, Nashville, TN 37205**

BEING THE SAME PROPERTY CONVEYED TO THE GRANTOR HEREIN BY THAT DEED RECORDED AT: Instrument 20040426-0047255.

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 **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST** 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 11th day of October, 2021.

Jeffrey Mobley, Administrator, CTA/DBN of the Estate of Judith H. Pulliam

JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on October 11, 2021 by **JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM** who is personally known to me or has produced Driver License 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.

Jana Drury
Notary Public
Expires: 12/19/2023

JANA DRURY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Property Address: 105 Leake Ave. Unit #44, Nashville, TN 37205

Maximum principal indebtedness for Tennessee recording tax purposes is _____.
(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 $191,233.83 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 11th day of October, 2021.

Jeffrey Mobley, Administrator, CTA/DBN of the Estate of the Estate of Judith H. Pulliam
Affiant

JEFFREY MOBLEY
Print Name

JANA DRURY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

(Seal)

Jana Drury
Notary Public

My commission expires:

Dec. 19th, 2023

Jana Drury
Print Name

Property Address: 105 Leake Ave. Unit #44, Nashville, TN 37205

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM, 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 **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**, 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 **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**, 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 **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**;

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 **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**, 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 $0.00 by **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**, 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 **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**, 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: Oct. 11, 2021

Jeffrey Mobley, Administrator, CTA/DBN of the Estate of Judith H. Pulliam

JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on October 11, 2021 by **JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM** who is personally known to me or has produced _____ 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.

Jana Drury
Notary Public
Expires: 12/19/2023

JANA DRURY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Property Address: 105 Leake Ave. Unit #44, Nashville, TN 37205

GRANTOR(S) AFFIDAVIT

State of Tennessee }
County of Davidson }

JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM, 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.

Administrator, CTA/DBN of the Estate of Judith H. Pulliam

JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on October 11, 2021 by **JEFFREY MOBLEY, ADMINISTRATOR, CTA/DBN OF THE ESTATE OF JUDITH H PULLIAM** who is personally known to me or has produced Driver License 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.

JANA DRURY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Jana Drury
Notary Public

Expires: 12/19/2023

Property Address: 105 Leake Ave. Unit #44, Nashville, TN 37205

EXHIBIT A
(LEGAL DESCRIPTION)

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO -WIT:

A CONDOMINIUM APARTMENT IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT NO. 44, TOGETHER WITH PARKING SPACE NO. 2 OF BELLE MEADE TOWER CONDOMINIUM APARTMENTS, A HORIZONTAL PROPERTY REGIME PURSUANT TO THE TENNESSEE HORIZONTAL PROPERTY ACT, AS SHOWN ON THE PLAN TO THE MASTER DEED OF RECORD IN BOOK 4175, PAGE 159, REGISTER'S OFFICE FOR SAID COUNTY AND REVISED AT INSTRUMENT NO. 20001020-0104050, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH SOURCE REFERENCE IS HEREBY MADE FOR MORE COMPLETE DETAILS OF DESCRIPTION, TOGETHER WITH THE SAID APARTMENTS APPURTENANT UNDIVIDED INTEREST IN THE GENERAL AND LIMITED COMMON ELEMENTS OF THE CONDOMINIUM.

BEING THE SAME PROPERTY CONVEYED FROM HARRIANNE M. CONDRA, UNMARRIED TO JUDITH H. PULLIAM, UNMARRIED DATED ON 4/7/2004 RECORDED ON 4/26/2004 INSTRUMENT NO. 20040426-0047255.

TAX ID: 116130C04400CO

Property Address: 105 Leake Ave. Unit #44, Nashville, TN 37205

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

DEED OF TRUST FROM JUDITH H. PULLIAM, UNMARRIED TO FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION IN INSTRUMENT NO. 20071217-0144359 IN THE AMOUNT OF $315,000.00, OPEN ENDED TO $315,000.00, DATED 11/19/2007, RECORDED 12/17/2007, IN DAVIDSON COUNTY RECORDS. TRUSTEE: LENDERS FIRST CHOICE

a. ASSIGNMENT OF RECORD BETWEEN FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION AND FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A DELAWARE CORPORATION AS SET FORTH IN INSTRUMENT NO. 20071217-0144360, DATED 11/19/2007, RECORDED 12/17/2007 IN DAVIDSON COUNTY RECORDS.

b. ASSIGNMENT OF RECORD BETWEEN FINANCIAL FREEDOM SENIOR FUNDING CORPORATION AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC AS SET FORTH IN INSTRUMENT NO. 20090930-0090869, DATED 09/29/2009, RECORDED 09/30/2009 IN DAVIDSON COUNTY RECORDS.

c. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC, ITS SUCCESSORS AND ASSIGNS AND BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST AS SET FORTH IN INSTRUMENT NO. 20200717-0078618, DATED 06/25/2020, RECORDED 07/17/2020 IN DAVIDSON COUNTY RECORDS.

SUBSTITUTION OF TRUSTEE RECORDED ON 01/20/2021 IN INSTRUMENT NUMBER 20210120-0008886 APPOINTS MACKIE WOLF ZIENTZ & MANN, P.C. AS SUBSTITUTE TRUSTEE.

DEED OF TRUST FROM JUDITH H. PULLIAM, UNMARRIED TO SECRETARY OF HOUSING AND URBAN DEVELOPMENT IN INSTRUMENT NO. 20071217-0144361 IN THE AMOUNT OF $315,000.00, OPEN ENDED TO $315,000.00, DATED 11/19/2007, RECORDED 12/17/2007, IN DAVIDSON COUNTY RECORDS. TRUSTEE: LENDERS FIRST CHOICE