

Commitment Number: DIL03583-3245091

This instrument prepared by: Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

Recording Requested By & Return To:

ServiceLink, DIL Title & Close

Attn: Tim Mercer

10385 Westmoor Drive

Suite 100

Westminster, CO 80021

Parcel # 26471-050-024

UPB-\$105,572.09

Mail Tax Statements To:

**GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**

60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107

### DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Michael S. Tharpe**, divorced and not remarried, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**, whose tax mailing address is **60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107** 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 **Bay County, Florida**, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

Tax ID: 26471-050-024

Property Address: 1913 Anna Lauren Drive, Panama City, FL 32409

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.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR  
DEED OF TRUST**

Grantor represents, warrants, covenants, and agrees as follows:

- (i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
- (ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
- (iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any 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 in Lieu of Foreclosure. 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:

Property Address: 1913 Anna Lauren Drive, Panama City, FL 32409

(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 **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee** 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;

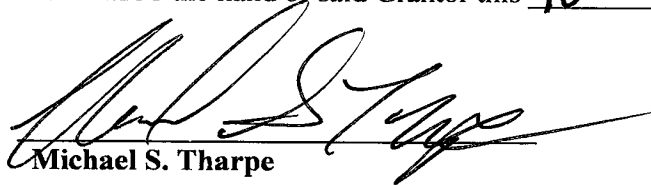
(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

**Advice of Counsel.** Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

**RIGHT TO FORECLOSE**

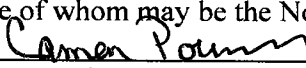

**TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION 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 10 day of MARCH, 2014.

  
 Michael S. Tharpe

Witness Grantor's hand this 10 day of MARCH, 2014.

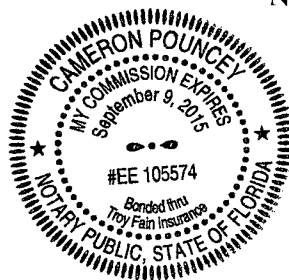
Signed, Sealed and Delivered  
 in the presence of these Witnesses  
 (one of whom may be the Notary):

 Witness (signature on above line)	<u>CAMERON POUNCEY</u> Printed Name
 Witness (signature on above line)	<u>Casey Blackburn</u> Printed Name

STATE OF FLORIDA  
 COUNTY OF BAY

The foregoing instrument was acknowledged before me on 10 MARCH, 2014 by Michael S. Tharpe who are personally known to me or have produced driver license as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

  
 Notary Public Cameron Pouncey



Property Address: 1913 Anna Lauren Drive, Panama City, FL 32409

**EXHIBIT A (LEGAL DESCRIPTION)**

**ALL that certain lot, parcel or tract of land, situate and lying in the County of Bay and State of Florida being more particularly described as follows: BEING Lot No. 92 Woodcrest, Unit 1, as recorded in Book 19, Pages 57-58, Bay County Florida. Tax ID: 26471-050-024**

**COMMONLY known as: 1913 Anna Lauren Drive, Panama City, FL 32409**

Property Address: 1913 Anna Lauren Drive, Panama City, FL 32409

**EXHIBIT "B"**  
**ESTOPPEL AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF BAY

**Michael S. Tharpe**, 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 **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**, 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 **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**, 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 **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**;

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 **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be

Property Address: 1913 Anna Lauren Drive, Panama City, FL 32409

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 \$1.00 by **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**, 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 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 **GMAT LEGAL TITLE TRUST 2013-1, U.S. Bank, National Association, as Legal Title Trustee**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

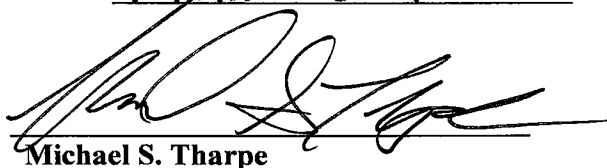
I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or Rushmore Loan Management; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or 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.



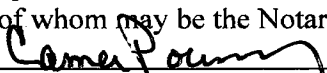
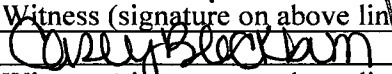
WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 10 MARCH 2014

  
 Michael S. Tharpe

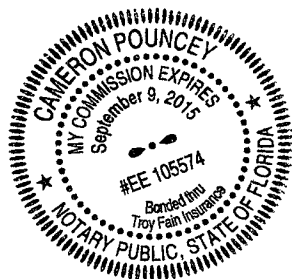
Witness Grantor's hand this 10 day of MARCH, 2014.

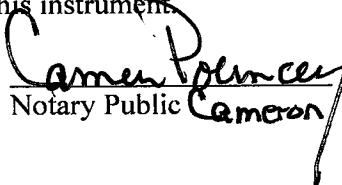
Signed, Sealed and Delivered  
 in the presence of these Witnesses  
 (one of whom may be the Notary):

	CAMERON POUNCEY
Witness (signature on above line)	Printed Name
	CASEY BLACKBURN
Witness (signature on above line)	Printed Name

STATE OF FLORIDA  
 COUNTY OF BAY

The foregoing instrument was acknowledged before me on 10 MARCH, 2014 by Michael S. Tharpe who is personally known to me or have produced driver license as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.



  
 Notary Public Cameron Pouncey

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**EXHIBIT A (Legal Description)**

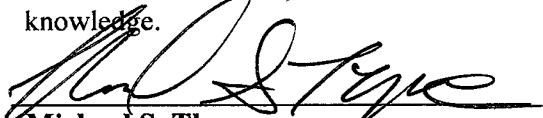
**ALL that certain lot, parcel or tract of land, situate and lying in the County of Bay and State of Florida being more particularly described as follows: BEING Lot No. 92 Woodcrest, Unit 1, as recorded in Book 19, Pages 57-58, Bay County Florida. Tax ID: 26471-050-024  
Property Address is: 1913 Anna Lauren Drive, Panama City, FL 32409.**

## GRANTOR(S) AFFIDAVIT

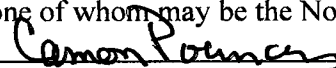

State of Florida }  
 County of BAY }

**Michael S. Tharpe**, 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.

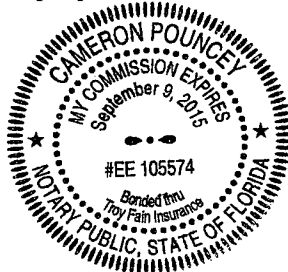
  
 Michael S. Tharpe

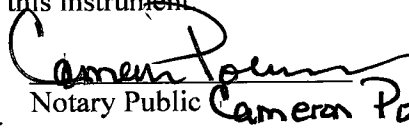
Signed, Sealed and Delivered  
 in the presence of these Witnesses  
 (one of whom may be the Notary):

	CAMERON POUNCEY
Witness (signature on above line)	Printed Name
	Casey Blackburn
Witness (signature on above line)	Printed Name

STATE OF FLORIDA  
 COUNTY OF BAY

The foregoing instrument was acknowledged before me on 10 MARCH, 2014 by Michael S. Tharpe who is personally known to me or have produced driver license as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.



  
 Notary Public

Cameron Pouncey

Property Address: 1913 Anna Lauren Drive, Panama City, FL 32409

**EXHIBIT C**  
**MORTGAGE SCHEDULE**

Mortgage Dated 03/08/2007, Recorded 03/27/2007 in the office of the Recorder of BAY County, Florida, in Book 2902 Page 2308, executed by Michael S. Tharpe and Samantha E. Tharpe to MERS. Inc., as nominee for American Financial Resources, Inc., which states that it secured a debt in the principal sum of \$109,873.00. Assigned from MERS. Inc. to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP in Book 3356 Page 2052, Recorded 10/10/2011.

Assigned from Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP to Secretary of Housing and Urban Development in Book 3523 Page 402, Recorded 06/25/2013.

Assigned From Secretary of Housing and Urban Development to RBS Financial Products Inc. in Book 3529 Page 795, Recorded 07/15/2013.

Assigned From RBS Financial Products Inc. to U.S. Bank, National Association, as trustee of GRA Legal Title Trust 2013-1 in Book 3546 Page 1346, Recorded 09/10/2013.

Affidavit of Correction in Book 3132 Page 50, Recorded 02/25/2009.

Property Address: 1913 Anna Lauren Drive, Panama City, FL 32409