

Commitment Number: 160348594

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.

After Recording Mail/Return To:
10385 Westmoor Drive, Suite 200
Westminster, CO 80021
Attention: Denver DIL Title

Mail Tax Statements To:
**WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1**
350 Park Avenue, 19th Floor, New York, NY 10022.

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **BRENT D. DECKER** and **LOAN P. DECKER**, a married couple, whose mailing address is **207 Hollis Avenue, Panama City, FL 32401**, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1**, whose tax mailing address is **350 Park Avenue, 19th Floor, New York, NY 10022**, 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

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

Property Address: 207 HOLLIS AVENUE, PANAMA CITY, FL 32401

This being the identical property conveyed to the GRANTOR herein by Deed recorded in **Book 2898, Page 1984**

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.

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.

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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 WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1 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.

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WITNESS the hand of said Grantor this 15 day of Dec, 2016.

[Signature of Brent D. Decker]

BRENT D. DECKER

[Signature of Loan P. Decker]

LOAN P. DECKER

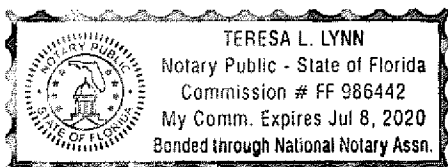
Signed, Sealed and Delivered
in the presence of these Witnesses
(one of whom may be the Notary):

Witness (signature on above line) <i>[Signature of Teresa L. Lynn]</i>	Printed Name Teresa L. Lynn Signing Agent
Witness (signature on above line) <i>[Signature of Eugene H. Bay Jr.]</i>	Printed Name EUGENE H BAY JR

STATE OF FL
COUNTY OF BAY

The foregoing instrument was acknowledged before me on DEC 15, 2016 by **BRENT D. DECKER** and **LOAN P. DECKER** who are ~~personally known to me~~ or have produced FLDL 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.

[Signature of Notary Public]
Notary Public



Property Address: 207 HOLLIS AVENUE, PANAMA CITY, FL 32401

EXHIBIT A (LEGAL DESCRIPTION)

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 79, SUDDUTH REALTY COMPANY OF FLORIDA'S 7TH ADDITION TO PANAMA CITY, FLORIDA, ACCORDING TO PLAT ON FILE IN PLAT BOOK 1, PAGE 61, PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AND RUN THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF LOTS 13 AND 14 TO THE NORTHWEST CORNER OF LOT 14, BLOCK 79; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 14 AND ITS EXTENSION TO THE WATERS EDGE OF WATSON BAYOU; THENCE SOUTHEASTERLY ALONG THE WATERS EDGE OF WATSON BAYOU TO ITS INTERSECTION WITH THE EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK 79; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 13 AND ITS EXTENSION TO THE SOUTHWEST CORNER OF LOT 13 AND THE POINT OF BEGINNING. SUBJECT TO THAT CERTAIN EASEMENT FOR STREET PURPOSES ACROSS THE WEST 35 FEET OF LOTS 13 AND 14 GIVEN TO THE CITY OF PANAMA CITY BY INSTRUMENT RECORDED IN BAY COUNTY DEED BOOK 160, PAGE 404.

COMMONLY known as: 207 HOLLIS AVENUE, PANAMA CITY, FL 32401
Assessor's Parcel Number: 21370-000-000

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF FL
COUNTY OF BAY

BRENT D. DECKER and LOAN P. DECKER, being first duly sworn, depose and say: That he/she/they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1**, 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 **WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1**, 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 TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1**;

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

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corporations, other than WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1, 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 \$1.00 by WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1, agreement to forbear 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 WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1, 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.

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

Dated: Dec 15- 2016

Brent D. Decker

BRENT D. DECKER

Loan P. Decker

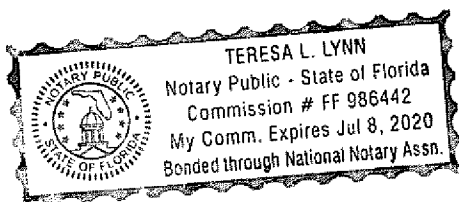
LOAN P. DECKER

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

Witness (signature on above line) <u>Teresa L. Lynn</u>	Printed Name Teresa L. Lynn Signing Agent
Witness (signature on above line) <u>Eugene H Bay Jr</u>	Printed Name EUGENE H BAY JR

STATE OF FL
COUNTY OF BAY

The foregoing instrument was acknowledged before me on DEC 15, 2016 by **BRENT D. DECKER** and **LOAN P. DECKER** who are ~~personally known to me~~ or have produced FLDL 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.



Teresa L. Lynn
Notary Public

Property Address: 207 HOLLIS AVENUE, PANAMA CITY, FL 32401

EXHIBIT A (LEGAL DESCRIPTION)

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 79, SUDDUTH REALTY COMPANY OF FLORIDA'S 7TH ADDITION TO PANAMA CITY, FLORIDA, ACCORDING TO PLAT ON FILE IN PLAT BOOK 1, PAGE 61, PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AND RUN THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF LOTS 13 AND 14 TO THE NORTHWEST CORNER OF LOT 14, BLOCK 79; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 14 AND ITS EXTENSION TO THE WATERS EDGE OF WATSON BAYOU; THENCE SOUTHEASTERLY ALONG THE WATERS EDGE OF WATSON BAYOU TO ITS INTERSECTION WITH THE EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK 79; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 13 AND ITS EXTENSION TO THE SOUTHWEST CORNER OF LOT 13 AND THE POINT OF BEGINNING. SUBJECT TO THAT CERTAIN EASEMENT FOR STREET PURPOSES ACROSS THE WEST 35 FEET OF LOTS 13 AND 14 GIVEN TO THE CITY OF PANAMA CITY BY INSTRUMENT RECORDED IN BAY COUNTY DEED BOOK 160, PAGE 404.

COMMONLY known as: 207 HOLLIS AVENUE, PANAMA CITY, FL 32401
Assessor's Parcel Number: 21370-000-000

GRANTOR(S) AFFIDAVIT

State of FL
 County of BAY

BRENT D. DECKER and LOAN P. DECKER, 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.

[Signature]
BRENT D. DECKER

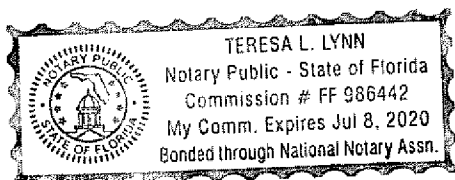
[Signature]
LOAN P. DECKER

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

Witness (signature on above line) <u>[Signature]</u>	Printed Name Teresa L. Lynn Signing Agent
Witness (signature on above line) <u>[Signature]</u>	Printed Name EUGENE H Bay Jr

STATE OF FL
 COUNTY OF BAY

The foregoing instrument was acknowledged before me on DEC 15, 2016 by **BRENT D. DECKER** and **LOAN P. DECKER** who are ~~personally known to me~~ or have produced FLD 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.



[Signature]
 Notary Public

Property Address: 207 HOLLIS AVENUE, PANAMA CITY, FL 32401

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

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS, INC.", AS NOMINEE FOR AMERICA ONE FINANCE
Mortgagor: BRENT D. DECKER AND LOAN P. DECKER
Dated: 03/09/2007
Recorded: 03/14/2007
Reference: BOOK 2898, PAGE 1985,
INSTRUMENT NO 2007017250
Amount: \$1,480,000.00
Open Ended: No

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS, INC.", AS NOMINEE FOR THE ORIGINAL LENDER
Assignee: DEUTCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE (NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE) IN TRUST FOR REGISTERED HOLDERS OF VCM TRUST SERIES 2010-1
Dated: 06/07/2012
Recorded: 06/15/2012
Reference: BOOK 3417, PAGE 1026, INSTRUMENT NO 2012032089

Assignor: DEUTCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE (NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE) IN TRUST FOR REGISTERED HOLDERS OF VCM TRUST SERIES 2010-1 BY ACQUA LOAN SERVICES, ITS ATTORNEY IN FACT
Assignee: NYMT LOAN TRUST 2013-RP1
Dated: 06/14/2013
Recorded: 10/29/2013
Reference: BOOK 3559, PAGE 2091, INSTRUMENT NO 2013065014

Assignor: NYMT LOAN TRUST 2013-RP1
Assignee: NYMT RESIDENTIAL TAX 2013-RP1, LLC
Dated: 03/01/2015
Recorded: 03/17/2015
Reference: BOOK 3683, PAGE 822, INSTRUMENT NO 2015014908

Assignor: NYMT RESIDENTIAL TAX 2013-RP1, LLC
Assignee: WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2014-1
Dated: 02/17/2015
Recorded: 10/14/2016
Reference: BOOK 3840, PAGE 2138, INSTRUMENT NO 2016057478

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