

Prepared By and Return To:
Servicelink
10385 Westmoor Dr. Suite 100
Westminster, CO 80021

Parcel ID No: 28-37-05-00-537-D

WARRANTY DEED IN LIEU OF FORECLOSURE

Grantors, **Shirley D. Bradshaw, a single woman**, whose address is **18343 172nd Place, Live Oak, Florida 32060** in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **Federal National Mortgage Association.**, Grantee, whose address is **P.O. Box 650043, Dallas, TX 75265**, does hereby, on this 18th day of MAY, 2018 convey to Grantee, its successors and assigns forever, the following described real property in Brevard County, Florida:

Unit 8, Block 2, Villas of West Melbourne, according to the Declaration of Condominium, recorded in Official Records Book 5781, Page 8848, of the Public Records of Brevard County, Florida.

See Exhibit A attached hereto for Estoppel Affidavit

Together with any and all easements, licenses, permits, reverter rights, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

[] If checked, the subject property does not represent the homestead property of Grantors as defined by the Florida constitution or Florida law.

Subject to ad valorem taxes for 2018 and subsequent years.

Subject to the lien of that certain mortgage dated September 27, 2007, and recorded under O.R. Book 5815, Page 9459 of the Public Records of Brevard County, Florida, made by the Grantor to and in favor of MERS, Inc., as Nominee for Cornerstone Home Mortgage Corp. d/b/a MHI Mortgage, as last assigned to Federal National Mortgage Association, the existence and validity of which lien the Grantor does hereby ratify, confirm, and acknowledge, and it is the specific intention of the Grantor and the Grantee that the lien of said mortgage does not and shall not merge with the title hereby conveyed, and such mortgage shall remain and continue as a valid and subsisting lien upon the property conveyed hereby.

Grantor covenants that the property is free of all encumbrances except those expressly stated herein; that lawful seisin of the property and good right to convey the property are vested in Grantor; and that Grantor fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever.

This Warranty Deed is expressly given by Grantor to Grantee in lieu of foreclosure by Grantee but not in satisfaction of the above-described mortgage or the obligation secured thereby, both of which remain outstanding. Grantor recognizes that this is an absolute conveyance and is being given to Grantee to avoid or discontinue foreclosure proceedings.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the above date.

WITNESSES AS TO GRANTOR:

Michael W Freeman
Witness Signature

Michael W Freeman
Print Name

Judy Chapman
Witness Signature

Judy Chapman
Print Name

Shirley D. Bradshaw
Shirley D. Bradshaw

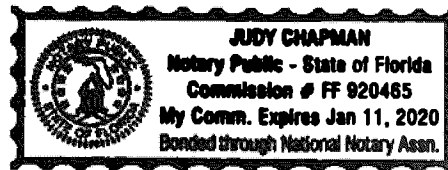
STATE OF FLORIDA
COUNTY OF SUWANNEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Shirley D. Bradshaw [] who are personally known to me or ☒ who has presented FL DL as identification, and who executed the foregoing instrument before me.

WITNESS my hand and official seal in the county and state last aforesaid this 18th day of MAY, 2018.

Judy Chapman
NOTARY PUBLIC: Judy Chapman
My Commission Expires: 01/11/2020

(SEAL)



PREPARED BY AND RETURN TO:

Servicelink

10385 Westmoor Dr. Suite 100

Westminster, CO 80021

Exhibit A

ESTOPPEL AFFIDAVIT

Affidavit and Agreement of Individual

Giving Deed in Lieu of Foreclosure

STATE OF FLORIDA
COUNTY OF SUWANNEE

1. Shirley D. Bradshaw being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Warranty Deed in Lieu of Foreclosure ("DILOF") to **Federal National Mortgage Association**, conveying the real property located in Brevard County, Florida, commonly described as 244 Murano Rd, West Melbourne, FL 32904 (the "Realty"), and more particularly described as follows:

The land referred to is situated in the State of Florida, County of Brevard, City of West Melbourne, and described as follows:

Unit 8, Block 2, Villas of West Melbourne, according to the Declaration of Condominium, recorded in Official Records Book 5781, Page 8848, of the Public Records of Brevard County, Florida.

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The real property is herein sometimes referred to as the "Property".

2. That the DILOF and transfer is intended to be and is an absolute conveyance of the title to said Property to the grantee named therein, and was not and is not now intended as a Security Deed, trust conveyance, or security of any kind; that it was the intention of Borrowers as grantors in said DILOF to convey, and by said DILOF the Borrowers did convey to the grantee therein all his right, title, and interest absolutely in and to said Property and to that effect Borrowers hereby forever waive and release all rights of redemption and any other rights, if any, which Borrowers might have or had in connection with the Property. The DILOF, however, shall not merge with the Mortgage dated September 27, 2007 and recorded in OR Book 5815 on Page 9459, (the "Mortgage"), and Lender shall continue to enjoy all rights and remedies as set forth in the Mortgage including, if necessary, the right to foreclosure;

3. That possession of said Property is hereby surrendered to the grantee. Lender may at any time sell, transfer, lease, assign or abandon the Property and may take or omit to take any action which Lender in their discretion may deem to be in their best interest and Borrowers shall have no right, title or interest in or to any portion of any consideration received by Lender in connection with any such sale, transfer, lease, assignment or abandonment of the Property;

4. That in the execution and delivery of said DILOF Borrowers were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

5. That the consideration for executing said DILOF is the likely reduction of costs, fees and expenses associated with conducting a Foreclosure against the Realty, which fees, costs and expenses may be due and payable by Borrowers pursuant to the Note and Mortgage described as follows:

a. Promissory Note dated September 27, 2007, (the "Note") in the principal sum of \$170,000.00;

and the related Mortgage, granting Lender a security interest in the real property set forth above; and

6. At the time of making this DILOF and Estoppel Affidavit, Borrowers represent the following:
- The payments due under the Note are in default;
 - The unpaid principal, interest and late charges due under the Note, as of May 11, 2018, is \$160,291.06 (the "Debt"); and
 - Lender and Borrower believe that the Debt exceeds the fair market value of the Property. To spare the time and expense of a foreclosure sale of the Property, Borrower desired to transfer the Property to Lender in lieu of foreclosure.
7. This affidavit and agreement is made for the protection and benefit of the grantees in said DILOF, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property herein described, and particularly for the benefit of the Title Company which is about to insure the title to said Property in reliance thereon, and any other title company which may hereafter insure the title to said Property. The Borrowers by signing this affidavit and agreement, settle, dismiss, release, and covenant not to sue Lender with respect to the Property and/or the above loan documents; and
8. Borrowers, 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 herein above set forth.

Executed this the 18 day of May, 2018.

Shirley D. Bradshaw
Shirley D. Bradshaw

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this the 18th day of MAY, 2018, by Shirley D. Bradshaw who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument..

Notary Signature: Judy Chapman
Printed Name: Judy Chapman
Notary State: FLORIDA
Commission Exp: 01/11/2020

(SEAL)

