

Commitment Number: 160330214

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:
MTGLO INVESTORS, L.P.
6011 CONNECTION DRIVE, 5TH FLOOR, IRVING TX 75039.

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that MICHEL J. FONTAINE and KAREN G. FONTAINE, a married couple, whose mailing address is 3570 Oak Harbor Drive, Apt. 717, Slidell, LA 70461, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto MTGLO INVESTORS, L.P., whose tax mailing address is 6011 CONNECTION DRIVE, 5TH FLOOR, IRVING TX 75039, 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 Escambia County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

Property Address: 2404 EMILY STREET, PENSACOLA, FL 32504

This being the identical property conveyed to the GRANTOR herein by Deed recorded in Book 1127, Page 819

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.

Property Address: 2404 EMILY STREET, PENSACOLA, FL 32504

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 MTGLO INVESTORS, L.P., 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.

Property Address: 2404 EMILY STREET, PENSACOLA, FL 32504

WITNESS the hand of said Grantor this 3 day of February, 2017.

Michel J. Fontaine
MICHEL J. FONTAINE

Karen G. Fontaine
KAREN G. FONTAINE

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

Witness (signature on above line) <u>Tim Fontaine</u>	Printed Name Tim Fontaine
Witness (signature on above line) <u>Kenneth Searas</u>	Printed Name Kenneth Searas

STATE OF LOUISIANA
COUNTY OF ST. TAMMANY

The foregoing instrument was acknowledged before me on 3 February, 2017 by MICHEL J. FONTAINE and KAREN G. FONTAINE who are personally known to me or have produced LA and FL ID 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



Tommy A. Mineo
Notary Public
St. Tammany Parish
Commission for Life
Notary ID #88656

Property Address: 2404 EMILY STREET, PENSACOLA, FL 32504

EXHIBIT A (LEGAL DESCRIPTION)

**LOT 26, BLOCK 1, COLLEGE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 5, PAGE 9, PUBLIC RECORDS OF ESCAMBIA COUNTY,
FLORIDA.**

**COMMONLY known as: 2404 EMILY STREET, PENSACOLA, FL 32504
Assessor's Parcel Number: 141S292100260001**

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF LOUISIANA
COUNTY OF ST TAMMANY

MICHEL J. FONTAINE and KAREN G. FONTAINE, 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 MTGLO INVESTORS, L.P., 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 MTGLO INVESTORS, L.P., 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 MTGLO INVESTORS, L.P., therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to MTGLO INVESTORS, L.P.;

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 MTGLO INVESTORS, L.P., 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.

Property Address: 2404 EMILY STREET, PENSACOLA, FL 32504

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by MTGLO INVESTORS, L.P., 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 MTGLO INVESTORS, L.P., 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: 3 February 2017

Michel J. Fontaine
MICHEL J. FONTAINE

Karen G. Fontaine
KAREN G. FONTAINE

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

Witness (signature on above line) <u>Tim Fontaine</u>	Printed Name Tim Fontaine
Witness (signature on above line) <u>Kenneth Serpas</u>	Printed Name Kenneth Serpas

STATE OF Louisiana
COUNTY OF ST-TAMMANY

The foregoing instrument was acknowledged before me on 3 February 2017 by MICHEL J. FONTAINE and KAREN G. FONTAINE who are personally known to me or have produced LA and FL ID 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.



Tammy A. Mineo
Notary Public
Tammy A. Mineo
Notary Public
St. Tammany Parish
Commission for Life
Notary ID #88656

Property Address: 2404 EMILY STREET, PENSACOLA, FL 32504

EXHIBIT A (LEGAL DESCRIPTION)

**LOT 26, BLOCK 1, COLLEGE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 5, PAGE 9, PUBLIC RECORDS OF ESCAMBIA COUNTY,
FLORIDA.**

**COMMONLY known as: 2404 EMILY STREET, PENSACOLA, FL 32504
Assessor's Parcel Number: 141S292100260001**

GRANTOR(S) AFFIDAVIT

State of LOUISIANA
County of ST. TAMMANY


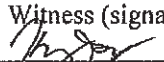
MICHEL J. FONTAINE and KAREN G. FONTAINE, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

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.


MICHEL J. FONTAINE


KAREN G. FONTAINE

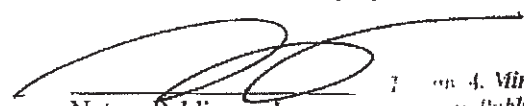
Signed, Sealed and Delivered
in the presence of these Witnesses
(one of whom may be the Notary):

Witness (signature on above line) 	Printed Name Tim Fontaine
Witness (signature on above line) 	Printed Name Kenneth Serpas

STATE OF LOUISIANA
COUNTY OF ST. TAMMANY

The foregoing instrument was acknowledged before me on 3 February, 2017 by **MICHEL J. FONTAINE** and **KAREN G. FONTAINE** who are personally known to me or have produced LA FIA D/L 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
Tammy A. Mineo
88656
St. Tammany Parish
COMMISARA for Life
Notary ID #88656

Property Address: 2804 EMILY STREET, PENSACOLA, FL 32504

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

MORTGAGE FROM MICHEL J. FONTAINE AND KAREN G. FONTAINE, HUSBAND AND WIFE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS, INC.", AS NOMINEE FOR ACCREDITED HOME LENDERS, INC., A CALIFORNIA CORPORATION, A CORPORATION IN BOOK 6292, PAGE 403, INSTRUMENT NO 2008015087 IN THE AMOUNT OF \$80,000.00, DATED 02/19/2008, RECORDED 02/26/2008, IN ESCAMBIA COUNTY RECORDS.

a. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ACCREDITED HOME LENDERS, INC. AND THE CIT GROUP/CONSUMER FINANCE, INC. AS SET FORTH IN BOOK 6786, PAGE 1327, INSTRUMENT NO 2011080964, DATED 10/10/2011, RECORDED 11/16/2011 IN ESCAMBIA COUNTY RECORDS.

b. ASSIGNMENT OF RECORD BETWEEN THE CIT GROUP/CONSUMER FINANCE, INC. AND VERICREST FINANCIAL, INC. AS SET FORTH IN BOOK 6786, PAGE 1328, INSTRUMENT NO 2011080965, DATED 10/12/2011, RECORDED 11/16/2011 IN ESCAMBIA COUNTY RECORDS.

c. ASSIGNMENT OF RECORD BETWEEN VERICREST FINANCIAL, INC. AND DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ACCREDITED ACCEPTANCE CORP. 2008-1 TRUST, BY VERICREST FINANCIAL, INC. AS SET FORTH IN BOOK 6905, PAGE 1040, INSTRUMENT NO 2012069273, DATED 08/21/2012, RECORDED 09/11/2012 IN ESCAMBIA COUNTY RECORDS.

d. ASSIGNMENT OF RECORD BETWEEN DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ACCREDITED ACCEPTANCE CORP. 2008-1 TRUST, BY CALIBER HOME LOANS, INC., F/K/A VERICREST FINANCIAL, INC., AS ITS ATTORNEY IN FACT AND U.S. BANK TRUST, N.A., AS TRUSTEE FOR VOLT RLP ASSET HOLDINGS TRUST AS SET FORTH IN BOOK 7335, PAGE 1109, INSTRUMENT NO 2015031390, DATED 04/10/2015, RECORDED 04/28/2015 IN ESCAMBIA COUNTY RECORDS.

e. ASSIGNMENT OF RECORD BETWEEN DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR ACCREDITED ACCEPTANCE CORP. 2008-1 TRUST, BY VERICREST FINANCIAL, INC., SOLELY IN ITS CAPACITY AS SERVICER AND US BANK, TRUST, N.A., AS TRUSTEE FOR VOLT RLP ASSET HOLDINGS TRUST AS SET FORTH IN BOOK 7363, PAGE 730, INSTRUMENT NO 2015046577, DATED 07/27/2012, RECORDED 06/22/2015 IN ESCAMBIA COUNTY RECORDS.

Property Address: 2404 EMILY STREET, PENSACOLA, FL 32504

f. ASSIGNMENT OF RECORD BETWEEN US BANK, TRUST, N.A., AS TRUSTEE FOR VOLT RLP ASSET HOLDINGS TRUST, BY CALIBER HOME LOANS, INC., AS ITS ATTORNEY IN FACT AND MTGLQ INVESTORS, L.P. AS SET FORTH IN BOOK 7363, PAGE 732, INSTRUMENT NO 2015046578, DATED 04/10/2015, RECORDED 06/22/2015 IN ESCAMBIA COUNTY RECORDS.