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FIRST INTERNATIONAL TITLE  
1999 N. UNIVERSITY DRIVE  
STE 201  
CORAL SPRINGS, FL 33071

Document Prepared By:  
Keacha M. Encalada  
Record and Return To:  
First International Title  
1901 West Cypress Creek Road, 3<sup>rd</sup> Floor  
Ft. Lauderdale, Florida 33309  
File Number: 30863-23 / 13-03104  
Property Address: 7171 160th Street  
Trenton, FL 32693

Folio Number: 2151600000

## WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 18 day of Sept, 2013, between **TERRY A. KELLY, AN UNMARRIED WOMAN**, hereinafter called the Grantor, whose address is: 6247 Winstead Road, Crestview, FL 32539, and **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, hereinafter called the Grantee, whose address is: 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254 (Wherever used herein the terms "Grantor and Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

### WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid in hand, the receipt whereof is whereby acknowledged, and in further consideration for this Warranty Deed is the full cancellation of the Grantors' indebtedness to Grantee as represented by that certain promissory note, the Grantee hereby waives, and discharges its right to sue Grantors for any monies or deficiency under the Note (as set forth herein below) or any other document executed by Grantors in connection therewith, and in lieu of foreclosure by Grantee of the lien of that certain Mortgage from Grantors to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK, N.A.**, dated July 26, 2007, and recorded August 6, 2007, in Official Records Book 1087, Page 88, said mortgage assigned to **METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A.**, by document dated March 9, 2012 and recorded April 26, 2012 in Official Records Book 1260, Page 461, of the Public Records of Levy County, Florida (the "Mortgage"), securing payment of that certain Promissory Note dated on or about even date with the Mortgage, executed by Grantors in favor of Grantee in the original principal sum of \$ 195,000.00, (the "Note"), has granted, bargained, sold and transferred unto the Grantee and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Levy, and State of Florida, as more particularly described as follows:

**LOT 4, BAHIA ACRES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE(S) 61 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.**

**A/K/A: 7171 160TH STREET, TRENTON, FL 32693**

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) resides thereon.

In consideration of the execution and delivery of this Deed by Grantors, Grantee hereby covenants that it is releasing the promissory note and shall not sue Grantors for any deficiency under the Note or the Mortgage.

This Deed, and the conveyance being made hereby, is being executed, delivered and accepted in lieu of foreclosure of the lien of the Mortgage, and shall be interpreted and construed the same as a foreclosure of the lien of the Mortgage and as an absolute conveyance to Grantee of all of the right, title, interest and estate of Grantors in and to the Property, including specifically, but without limitation, any equity or rights of redemption of Grantors in and to the Property, or any portion thereof or interest therein.

Grantors further acknowledge and agree that the conveyance of the Property pursuant to this Deed is an absolute conveyance of all of Grantors' right, title, interest and estate in and to the Property and is not intended to constitute a deed of trust, mortgage, trust conveyance or other security agreement of any nature whatsoever. **In addition, Grantors hereby release and forever discharge Grantee, its employees, agents and attorneys for any and all claims or defenses that were asserted or that could have been asserted in any legal proceeding arising from or in any way related to the Mortgage securing payment of the Promissory Note. Borrower waives any and all claims for attorney's fees and costs in the foreclosure case in connection with the subject property.**

Grantors and Grantee specifically intend that there shall not be any merger of the lien of the Mortgage or any other liens in favor of Grantee with the fee simple title or any other interest of Grantee in and to the Property under any circumstances connected with this conveyance. Grantors and Grantee expressly provide that the interest of Grantee in and to the lien of the Mortgage and the title or other interest of the Grantee in and to the Property shall at all times remain separate and distinct. No merger of title shall be deemed to have been effected or created hereby.

Any and all rights of Grantee to exercise its remedy of foreclosure of the lien of the Mortgage, together with any other remedies available to Grantee, are expressly preserved hereby, but not for the purposes of any personal deficiency liability of Grantors.

The priority of the lien of the Mortgage is intended to be, and shall remain in full force and effect, and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the lien of the Mortgage to any other liens or encumbrances whatsoever.

TOGETHER, with all tenements, hereditaments and appurtenances, with every privilege, right, title interest, and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantors covenant with the Grantee that they are lawfully seized of the same premises, that they are free from all encumbrances except as set forth herein, and that they have good right and lawful authority to sell the same; and that the Grantors hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Wherever the text in this Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

Signed, sealed and delivered in our presence:

Barbara A. McKinney  
WITNESS:

Terry A. Kelly  
TERRY A. KELLY

Barbara A. McKinney  
(Printed Signature)

Kacey R. Purley  
WITNESS:

Kacey R. Purley  
(Printed Signature)

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 18 day of Sept, 2013, by **TERRY A. KELLY**, who is personally known to me or who presented Florida Drivers License as identification.

My Commission Expires:  
(SEAL) 01/07/2015

Barbara A. McKinney  
NOTARY PUBLIC



BARBARA A. MCKINNEY  
MY COMMISSION # EE 044272  
EXPIRES: January 7, 2015  
Bonded Thru Budget Notary Services