

Parcel Number: 16936-000-00

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:

ServiceLink

10385 Westmoor Drive, Suite 100

Westminster, CO 80021

Attention: Denver DIL Title

Mail Tax Statements To:

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for REO Trust 2017-RPL1

60 Livingston Avenue, St Paul, MN 55107-2232.

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that SUSAN L. ENOS, an unmarried person, whose mailing address is **12791 NE 101 CT., ARCHER, FL 32618**, hereinafter called grantor, for \$142,759.39 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for REO Trust 2017-RPL1, whose tax mailing address is **60 Livingston Avenue, St Paul, MN 55107-2232**, 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 **Levy County, Florida**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

Property Address: 12791 NE 101 CT., ARCHER, FL 32618

This being the identical property conveyed to the GRANTOR herein by Deed recorded in **FILE# 413550**

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 "B" 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: 12791 NE 101 CT., ARCHER, FL 32618

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 U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for REO Trust 2017-RPL1 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 Jan, 2020, 2019.

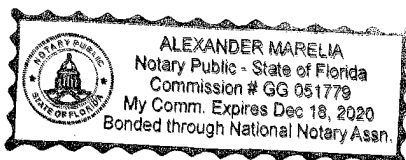
Susan L. Enos
SUSAN L. ENOS

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

<u>Nancy Dehm</u> Witness (signature on above line)	NANCY Dehm Printed Name
<u>Alexander MarElia</u> Witness (signature on above line)	Alexander MarElia Printed Name

STATE OF FL
COUNTY OF ARCHER

The foregoing instrument was acknowledged before me on 1/10/2020, 2019 by SUSAN L. ENOS who is personally known to me or has produced VALID IDENTIFICATION as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.



Alexander Marelia
Notary Public
Alexander Marelia

EXHIBIT A (LEGAL DESCRIPTION)

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE COUNTY OF LEVY, STATE OF FLORIDA, TO WIT:

LOT 28, FOREST PARK III, PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK G, PAGE 17 THROUGH 19, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

BEING THE SAME PREMISES AS CONVEYED FROM SUSAN L. ENOS AND VIRGINIA L. LEMA TO SUSAN L. ENOS SET FORTH IN BOOK 855 PAGE 730, DATED 08/06/2003 AND RECORDED 09/29/2003 IN LEVY COUNTY RECORDS.

TAX ID: 16936-000-00

COMMONLY known as: **12791 NE 101 CT., ARCHER, FL 32618**

Assessor's Parcel Number: **16936-000-00**

GRANTOR(S) AFFIDAVIT

State of FL
 County of ARCHER

SUSAN L. ENOS, 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.

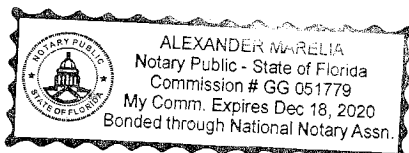
Susan L. Enos
SUSAN L. ENOS

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

<u>Nancy Dehm</u> Witness (signature on above line)	<u>Nancy Dehm</u> Printed Name
<u>Alexander MarElia</u> Witness (signature on above line)	<u>Alexander MarElia</u> Printed Name

STATE OF FL
 COUNTY OF ARCHER

The foregoing instrument was acknowledged before me on 1/10/20 ²⁰²⁰ ~~2019~~ by **SUSAN L. ENOS** who is personally known to me or has produced VALID IDENTIFICATION as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.



Alexander MarElia
 Notary Public
 Alexander MarElia

Property Address: 12791 NE 101 CT., ARCHER, FL 32618

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

MORTGAGE FROM SUSAN L. ENOS TO BENEFICIAL FLORIDA, INC. IN BOOK 960, PAGE 350 IN THE AMOUNT OF \$197,262.64, DATED 07/25/2005, RECORDED 07/27/2005, IN LEVY COUNTY RECORDS.

a. ASSIGNMENT OF RECORD BETWEEN BENEFICIAL FLORIDA INC. AND MTGLQ INVESTORS, L.P. AS SET FORTH IN BOOK 1422, PAGE 961, DATED 05/05/2017, RECORDED 05/22/2017 IN LEVY COUNTY RECORDS.

b. ASSIGNMENT OF RECORD BETWEEN MTGLQ INVESTORS, L.P. AND LOAN ACQUISITION TRUST 2017-RPL1 AS SET FORTH IN BOOK 1451, PAGE 712, DATED 07/26/2017, RECORDED 04/02/2018 IN LEVY COUNTY RECORDS.

c. ASSIGNMENT OF RECORD BETWEEN LOAN ACQUISITION TRUST 2017-RPL1 AND U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR REO TRUST 2017-RPL1 AS SET FORTH IN BOOK 1486, PAGE 592, DATED 02/22/2019, RECORDED 03/14/2019 IN LEVY COUNTY RECORDS.