

Document Prepared By:
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Record and Return To:
Law Offices of Marshall C. Watson, P.A.
1901 W. Cypress Creek Road, 3rd Floor
Fort Lauderdale, Florida 33309
File Number: 10-13727
Property Address: 5150 NW 140TH STREET
CHIEFLAND, FL 32626

Folio Number: 1879600000

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 15 day of December, 2011, between **MICHAEL A MARTIN JOINED BY HIS SPOUSE THERESA L MARTIN AND DOROTHY MALOOMIAN A SINGLE WOMAN**, hereinafter called the Grantor, whose address is: 5150 NW 140TH STREET, CHIEFLAND, FL 32626 and **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, hereinafter called the Grantee, whose address is: 14221 Dallas Parkway Suite 1000 Dallas, Texas 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 Grantee **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. (MERS) AS NOMINEE FOR INDYMAC BANK F.S.B.** dated November 26, 2007, and recorded December 19, 2007, in Official Records Book 1106, Page 162, said mortgage assigned to **ONEWEST BANK FSB** dated July 9, 2010 and recorded November 16, 2010 in Official Records Book 1216, Page 654 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 \$348,000.00, (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 3, COUNTRYSIDE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 40, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

A/K/A: 5150 NW 140TH STREET, CHIEFLAND, FL 32626

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. **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 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.

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:

Rhonda Wheatley
WITNESS:

Dorothy Maloomian
DOROTHY MALOOMIAN

RHONDA WHEATLEY
(Printed Signature)

Nicole Hemenway
WITNESS:

Nicole Hemenway
(Printed Signature)

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 15 day of DEC, 2011, by DOROTHY MALOOMIAN, who are personally known to me or who presented D.F.L. as identification.

My Commission Expires: 8/22/2015
(SEAL)

Debi L. Lagron
NOTARY PUBLIC

