

JAN-26-2009 06:59 From:

To: [REDACTED]

P.2/8

**FLORIDA DEFAULT LAW GROUP, P.L.
ATTORNEYS AT LAW
9119 CORPORATE LAKE DRIVE
3RD FLOOR
TAMPA, FLORIDA 33634**

Please reply to:
Post Office Box 25018
Tampa, FL 33622-5018

Telephone (813) 251-4766
Telefax (813) 251-1541

January 22, 2009

WILLIAM [REDACTED]
[REDACTED]
SARASOTA, FL 34233

Re:

Loan Number: [REDACTED]
Creditor: FEDERAL HOME LOAN MORTGAGE CORPORATION
Property Address: [REDACTED] TH PORT, FL 34287
Our File No.: G08110682

Dear WILLIAM [REDACTED]

It is my understanding that you have agreed to convey the above referenced property to FEDERAL HOME LOAN MORTGAGE CORPORATION in order to avoid the institution of foreclosure proceedings. Accordingly, we are sending a Warranty Deed, and two Affidavits to be executed by you.

Please review the documents carefully to ensure that the information stated therein is correct and make sure all missing information is filled in. Likewise, please properly execute, witness (2 witnesses) and notarize the documents. The documents should be returned to our office, no later than January 29, 2009. If for any reason this timeline can not be met, please contact the undersigned to make other arrangements.

Upon recordation of the afore-referenced documents, we shall update the title report to verify that no intervening liens have been recorded against the property and, in addition, we shall inspect the property to verify that you have in fact vacated the premises.

Thank you in advance for your prompt attention to this matter. Should you have any questions or require any additional information, please do not hesitate to contact me directly at (813) 251-4766, ext. 3138.

Sincerely,

Amymalladi-far

[REDACTED]
Deed In Lieu Department

FILE_NUMBER: [REDACTED]

DOC_ID: [REDACTED]



Loan No. [REDACTED]
ECS N [REDACTED]

ESTOPPEL AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 2009, personally appeared WILLIAM [REDACTED] and [REDACTED] HUSBAND AND WIFE (hereinafter "Deponents") who were separately sworn and say:

On December 13, 2006, WILLIAM [REDACTED] and [REDACTED], HUSBAND AND WIFE executed and delivered one Promissory Note to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR TAYLOR BEAN & WHITAKER MORTGAGE CORPORATION, said Note being in the principal sum of \$124,800.00, with interest thereon at the rate set forth therein and said Note being secured by a Mortgage of even date therewith, said Mortgage being duly recorded on 12/15/2006, instrument number 2006218871, of the public records of SARASOTA County, Florida. FEDERAL HOME LOAN MORTGAGE CORPORATION now owns and holds the aforementioned Mortgage. The aforementioned Mortgage covered certain real property situated in SARASOTA County, Florida, and more particularly-described as follows, to-wit:

LOT [REDACTED] BLOCK [REDACTED] ADDITION TO [REDACTED] AS PER PLAT THEREOF RECORDED IN PLAT [REDACTED] OF THE PUBLIC RECORDS OF [REDACTED] COUNTY, FLORIDA

Deponents have defaulted in the payments due on said Note upon which the principal sum of \$121,750.34, plus interest, certain court costs, attorneys' fees, and other charges and expenses are at this time past due and outstanding, and Deponents hereby state that they are unable to meet the obligations of said Note according to the terms thereof.

Deponents are the parties who made and executed that certain Warranty Deed to FEDERAL HOME LOAN MORTGAGE CORPORATION (hereinafter "Grantee"), dated _____, 2009, conveying the above-described property.

Part of the consideration for the Deed was and is the full cancellation and satisfaction of the debt existing under and by virtue of the terms of the aforementioned Note and Mortgage, said cancellation and satisfaction to be executed only upon acceptance of said Deed by the Grantee and approval of title by the Grantee and subject further to the condition that the premises have been vacated.

Deponents hereby acknowledge, agree and certify that the Deed was an absolute conveyance of the title to the property to the Grantee named in it, in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and possession of the premises has been surrendered to the Grantee. It was the intention of Deponents as Grantors in the Deed to convey and by the Deed Deponents do convey to the Grantee all of their right, title and interest absolute in and to the property described in the Deed, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said property, and also to convey, transfer and assign the Deponents' rights of possession, rental and equity of redemption in and to said premises.

The Deed and conveyance was made by Deponents as a result of their request that the Grantee accept the Deed and was their free and voluntary act. Deponents, in offering to execute the Deed to the Grantee and in executing the Deed, were not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee in the Deed, or the agent or the attorney or any other representative of the Grantee in the Deed. Deponents acknowledge that the Grantee was not obligated to accept the deed in lieu of foreclosure but same was conditionally approved as an accommodation to Deponents.

At the time of executing the Deed, Deponents felt that the mortgage indebtedness above-mentioned represented a fair value of the property so deeded.

The Deed was not given as a preference against any other creditors of Deponents. At the time the Deed was executed there were no person or persons, firms or corporations, other than the Grantee named in the Deed, interested, either directly or indirectly, in the property; the property of [REDACTED] is no other creditor whose rights would be prejudiced by the conveyance. Deponents are not obligated upon any bond or other mortgage by which any lien has been created or exists against the property described in the Deed.

FILE NUMBER: [REDACTED]



Deponents hereby aver that they were not insolvent, as commonly defined under the United States Bankruptcy Code, at the time of executing the Deed, nor did they become insolvent as a result of said conveyance.

The Deed is not intended to result in a merger of the fee simple title with the aforesaid Mortgage. Hence, said Deed shall not restrict the right of the Grantee to institute foreclosure proceedings in the event an updated title search reveals intervening junior liens or any other cloud on the title. Nor shall Grantee be restricted from reconveying the property to Deponents by quit-claim deed in the event, as aforesaid, the title to same proves unacceptable to Grantee. But as stated above, the conveyance by said Warranty Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale with full extinguishment of Deponents' equity of redemption, and with full release of all Deponents' right, title and interest of every character in and to said property.

Deponents do hereby assign to the Grantee all hazard insurance policies now in effect on the above-described property and all escrow deposits for the payments of taxes, insurance and all other purposes presently held by the Grantee, and Deponents further assign to the Grantee the right to receive payment of any claim payable under the terms of said insurance policies, including any premium refund now or hereinafter payable.

This Affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the Deed, and shall bind the respective heirs, executors, administrators and assigns of Deponents.

FURTHER DEONENTS SAYETH NOT.

Witness #1
Typed Name: _____

WILLIAM _____

Witness #2
Typed Name: _____

Witness #1
Typed Name: _____

Witness #2
Typed Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2009, by
WILLIAM _____ who is/are personally known to me or who have produced
_____ as identification.

Notary Public
My Commission Expires: _____

Loan No. [REDACTED]
BCS N [REDACTED]

LIEN AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared **WILLIAM [REDACTED]**

[REDACTED] AND WIFE, who were separately sworn and say:

That they are the owners of the following-described property, to-wit:

LOT [REDACTED] BLOCK [REDACTED] ADDITION TO [REDACTED] AS PER PLAT
THEREOF RECORDED IN PLAT [REDACTED] OF THE PUBLIC RECORDS
OF [REDACTED] COUNTY, FLORIDA

There are no mechanics' liens against the premises, and no claims for labor, services or materials furnished for improving, renovating, or repairing the premises that remain unpaid to date, and no work has been done, nor materials furnished, bills for which remain unpaid.

There are no municipal, county, state, or other claims for utilities, garbage, sewer, and all like charges and/or assessments have been paid in full.

The property is unencumbered by the lien of any judgment, writ or attachment, income tax, real estate tax, or intangible property tax made or suffered by Deponents. There are no violations of zoning ordinances affecting the above-described property.

Deponents make this Affidavit well-knowing that it is being relied upon and any false statements contained in it would subject Deponents to all penalties imposed by law.

FILE_NUMBER [REDACTED]

[REDACTED]



This Affidavit is made as an inducement to FEDERAL HOME LOAN MORTGAGE CORPORATION to accept a conveyance of the above-described property.

FURTHER DEponents SAYETH NOT.

Witness #1
Typed Name: _____

WILLIAM [REDACTED]

Witness #2
Typed Name: _____

Witness #1
Typed Name: _____

Witness #2
Typed Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2009, by WILLIAM T. JOYCE, and JUDILEIGH JOYCE, who is/are personally known to me or who produced _____ as identification.

Notary Public
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Karen Rutland
Florida Default Law Group, P.L.
9119 Corporate Lake Drive, 3rd Floor
Tampa, Florida 33634
(813) 251-4766
Loan No. 1500374
ECS No. Q08110682

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 2009, between WILLIAM [REDACTED] and [REDACTED] HUSBAND AND WIFE, whose mailing address is [REDACTED] SARASOTA, FL 34233 parties of the first part, and FEDERAL HOME LOAN MORTGAGE CORPORATION, whose mailing address is 8200 Jones Branch Drive, Mailstop 202, McLean, VA 22102, party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part and its assigns forever, all that certain parcel of land lying and being in SARASOTA County, Florida, more particularly described as follows:

LOT [REDACTED] BLOCK [REDACTED] 41ST ADDITION TO [REDACTED] AS PER PLAT THEREOF RECORDED IN PLAT BOOK [REDACTED] PAGE(S) [REDACTED] OF THE PUBLIC RECORDS OF [REDACTED] COUNTY, FLORIDA

(The acceptance of this Warranty Deed, which is intended to be an absolute conveyance of title and not as additional security with respect to the below-described Mortgage, by Grantee shall not constitute a merger of the fee simple title with the aforesaid Mortgage, nor shall the acceptance of the Warranty Deed by Grantee operate to satisfy the indebtedness secured by the aforesaid Mortgage. The aforesaid Mortgage shall only be satisfied when an instrument satisfying same is recorded.)

TOGETHER with all the 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 anyway appertaining: **TO HAVE AND TO HOLD** the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that the property is free from all encumbrances except: (1) Taxes for the year 2009 and subsequent years; (2) Conditions, restrictions, limitations, and easements of record; and (3) that certain Mortgage dated December 13, 2006, recorded December 15, 2006, instrument number 2006218871, of the public records of SARASOTA County, Florida, given by WILLIAM T. JOYCE and JUDILEIGH JOYCE, HUSBAND AND WIFE to

FILE_NUMBER: [REDACTED]

DOC: [REDACTED]



MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR TAYLOR BEAN & WHITAKER MORTGAGE CORPORATION, and that they possess good right and lawful authority to sell the same; and that the said parties of the first part do hereby warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have set their hands on the day and year above written.

Signed, sealed and delivered in our presence:

Witness #1
Typed Name: _____

WILLIAM [REDACTED]

Witness #2
Typed Name: _____

Witness #1
Typed Name: _____

[REDACTED]

Witness #2
Typed Name: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 2009, before me personally appeared WILLIAM T. JOYCE and JUDILEIGH JOYCE to me known to be the persons described in and who executed the foregoing conveyance to FEDERAL HOME LOAN MORTGAGE CORPORATION, and acknowledge the execution thereof to be their free act and deed for the uses and purposes therein mentioned, who are personally known to me or have produced _____ as identification.

WITNESS my signature and official seal at _____, in the County of _____ and State of _____, the day and year last aforesaid.

Notary Public
My Commission Expires: _____