

Parcel Number: 00-00-037-000-09725-000

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 Legacy Mortgage Asset Trust 2017-RPL2

60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107.

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR.**, whose mailing address is **820 UPPER RIVER ROAD, AMERICUS, GA 31709**, hereinafter called grantor, for \$231,057.20 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 Legacy Mortgage Asset Trust 2017-RPL2**, whose tax mailing address is **60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107**, 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 **Wakulla County, Florida**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

Property Address: 1875 WAKULLA-ARRAN ROAD, CRAWFORDVILLE, FL 32327

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

This being the identical property conveyed to the GRANTOR herein by Deed recorded in **Instrument 0000178265, Book 405, Page 350**

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.

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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.

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 Legacy Mortgage Asset Trust 2017-RPL2 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.

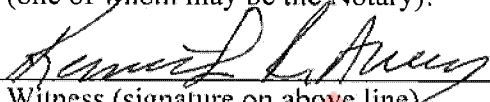
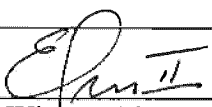
WITNESS the hand of said Grantor this 17 day of September, 2019.



ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR.

*As personal representative
of Estate of Daniel
P High SR (RD)*

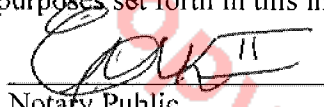
Signed, Sealed and Delivered
in the presence of these Witnesses
(one of whom may be the Notary):

	<i>Kenneth R Arvey</i>
Witness (signature on above line)	Printed Name
	<i>Ernest Kirk II</i>
Witness (signature on above line)	Printed Name

STATE OF GA
COUNTY OF Sumter

The foregoing instrument was acknowledged before me on _____, 2019 by **ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR.** who is personally known to me or has produced _____ 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.




Notary Public

Property Address: 1875 WAKULLA-ARRAN ROAD, CRAWFORDVILLE, FL 32327

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF GA
COUNTY OF Sumter

ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR., 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 U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2, 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 U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2, 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 U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2;

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

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corporations, other than U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2, 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.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2, agreement to forbear 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 U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2017-RPL2, 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.

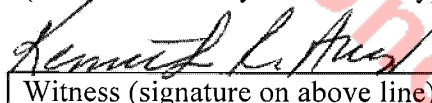
Dated: 9-17-19



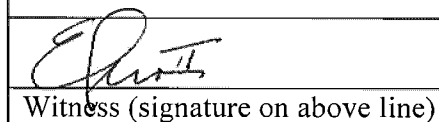
As personal Representative of
Daniel P High SR (12)

**ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE
ESTATE OF DANIEL P. HIGH, SR.**

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


Witness (signature on above line)

Kenneth R Avery
Printed Name



Witness (signature on above line)

ERNEST KIRK II
Printed Name

STATE OF GA.
COUNTY OF Sumter

The foregoing instrument was acknowledged before me on _____, 2019 by **ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR.** who is personally known to me or has produced _____ 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.




Notary Public

Property Address: 1875 WAKULLA-ARRAN ROAD, CRAWFORDVILLE, FL 32327

EXHIBIT A (LEGAL DESCRIPTION)

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF WAKULLA, STATE OF FLORIDA:

BEGINNING IN THE NORTHWEST CORNER OF NORTHEAST QUARTER OF LOT 37 HARTSFIELD SURVEY AND RUNNING DUE EAST ALONG THE WAKULLA TO ARRAN PUBLIC ROAD THE DISTANCE OF ONE (1) ACRE AND TWENTY (20) YARDS, SAID LINE BEING ON THE SOUTH SIDE OF SAID ROAD, THENCE RUN SOUTH THE DISTANCE OF ONE (1) ACRE, THENCE RUN WEST THE DISTANCE OF ONE (1) ACRE AND TWENTY (20) YARDS AND TO THE TALLAHASSEE TO SHELL POINT ROAD. THEN RUN NORTH ALONG SAID TALLAHASSEE TO SHELL POINT ROAD THE DISTANCE OF ONE (1) ACRE TO THE PLACE OF BEGINNING.

LESS AND EXCEPT ANY PROPERTY WITHIN THE RIGHT-OF-WAY OF HIGHWAY 365 (SHELL POINT ROAD) BEING MORE PARTICULARLY DESCRIBED BY SURVEY PREPARED BY JAMES "THURMAN" RODDENBERRY SURVEYOR DATED 4/11/01 JOB # 01-208 AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT (MARKED #2919) MARKING THE NORTHWEST CORNER OF LOT 37 OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA AND RUN NORTH 72 DEGREES 17 MINUTES 17 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID LOT 37 A DISTANCE OF 1997.58 FEET TO THE CENTERLINE OF SPRING CREEK HIGHWAY, SAID POINT ALSO LYING ON A CURVE CONCAVE TO THE WESTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CENTERLINE AND SAID CURVE WITH A RADIUS OF 3,819.72 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 27 MINUTES 48 SECONDS, FOR AN ARC DISTANCE OF 30.88 FEET, CHORD BEING SOUTH 20 DEGREES 30 MINUTES 28 SECONDS EAST 30.88 FEET, THENCE LEAVING SAID CENTERLINE RUN NORTH 69 DEGREES 05 MINUTES 13 SECONDS EAST 50.00 FEET TO A RE-ROAD (MARKED #4261) LYING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID SPRING CREEK HIGHWAY, SAID POINT ALSO LYING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF WAKULLA-ARRAN ROAD AND MARKING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN NORTH 69 DEGREES 05 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY 281.69 FEET TO AN IRON ROD, THENCE LEAVING SAID MAINTAINED RIGHT-OF-WAY RUN SOUTH 12 DEGREES 53 MINUTES 43 SECONDS EAST ALONG THE WESTERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 111, PAGE 577 PUBLIC RECORDS OF WAKULLA COUNTY, FLORIDA A DISTANCE OF 228.93 FEET TO AN IRON ROD, THENCE RUN SOUTH 72 DEGREES 50 MINUTES 00 SECONDS WEST 258.31 FEET TO A NAIL AND CAP (MARKED #732) IN A FENCE POST LYING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SPRING CREEK HIGHWAY, SAID POINT ALSO LYING ON A CURVE CONCAVE TO THE WESTERLY, THENCE

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RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND SAID CURVE WITH A RADIUS OF 3,869.72 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 06 MINUTES 33 SECONDS. FOR AN ARC DISTANCE OF 210.00 FEET, CHORD BEING NORTH 18 DEGREES 43 MINUTES 48 SECONDS WEST 209.97 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY AS CONVEYED FROM JOANNE SMITH PARRISH, TRUSTEE OF THE RUBY R. SMITH REVOCABLE TRUST DTD 1/25/1993 TO RUTH M. HIGH AND DANIEL P. HIGH, SR., WIFE AND HUSBAND AS DESCRIBED IN OR BOOK 405, PAGE 350, DATED 3/22/2001, RECORDED 4/18/2001 IN WAKULLA COUNTY RECORDS. RUBY M. HIGH PASSED ON OR ABOUT 07/11/2012. DANIEL P. HIGH, SR. PASSED ON OR ABOUT 09/16/2017.

PARCEL ID: 00-00-037-000-09725-000

COMMONLY known as: **1875 WAKULLA-ARRAN ROAD, CRAWFORDVILLE, FL 32327**

Assessor's Parcel Number: **00-00-037-000-09725-000**

Property Address: 1875 WAKULLA-ARRAN ROAD, CRAWFORDVILLE, FL 32327

GRANTOR(S) AFFIDAVIT

State of GA
 County of SOMTER

ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR., 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.

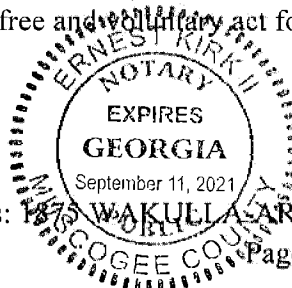
[Signature] As personal Representative of Daniel P High Sr
ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR.

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

<u>[Signature]</u>	<u>Kenneth R Avery</u>
Witness (signature on above line)	Printed Name
<u>[Signature]</u>	<u>Ernest Kirk II</u>
Witness (signature on above line)	Printed Name

STATE OF GA
 COUNTY OF SOMTER

The foregoing instrument was acknowledged before me on _____, 2019 by **ROBERT HIGH, PERSONAL REPRESENTATIVE OF THE ESTATE OF DANIEL P. HIGH, SR.** who is personally known to me or has produced GA DRIVER License 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.



[Signature]
 Notary Public

Property Address: 1875 WAKULLA ARRAN ROAD, CRAWFORDVILLE, FL 32327

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

MORTGAGE FROM DANIEL P. HIGH, SR AND RUTH M. HIGH, HUSBAND AND WIFE TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. IN O.R. BOOK 718, PAGE 106 IN THE AMOUNT OF \$240,000.00, DATED 06/28/2007, RECORDED 07/06/2007, IN WAKULLA COUNTY RECORDS.

a. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. AND BAC HOME LOANS SERVICING, LP, F/K/A COUNTRYWIDE HOME LOANS SERVICING, LP AS SET FORTH IN O.R. BOOK 836, PAGE 895, DATED 08/26/2010, RECORDED 10/18/2010 IN WAKULLA COUNTY RECORDS.

b. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. AND FEDERAL NATIONAL MORTGAGE ASSOCIATION AS SET FORTH IN O.R. BOOK 913, PAGE 249, DATED 05/31/2013, RECORDED 06/18/2013 IN WAKULLA COUNTY RECORDS.

c. ASSIGNMENT OF RECORD BETWEEN FEDERAL NATIONAL MORTGAGE ASSOCIATION, BY NATIONWIDE TITLE CLEARING, INC., ITS ATTORNEY-IN-FACT AND MTGLQ INVESTORS, L.P. AS SET FORTH IN O.R. BOOK 1057, PAGE 291, DATED 12/15/2017, RECORDED 12/18/2017 IN WAKULLA COUNTY RECORDS.

d. ASSIGNMENT OF RECORD BETWEEN MTGLQ INVESTORS, L.P. AND U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR LEGACY MORTGAGE ASSET TRUST 2017-RPL2 AS SET FORTH IN O.R. BOOK 1083, PAGE 426, DATED 04/26/2018, RECORDED 08/22/2018 IN WAKULLA COUNTY RECORDS.

e. CORRECTIVE GAP ASSIGNMENT OF RECORD BETWEEN BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONWIDE TITLE CLEARING, INC., ITS ATTORNEY-IN-FACT AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC AS SET FORTH IN O.R. BOOK 1102, PAGE 192, DATED 03/04/2019, RECORDED 03/04/2019 IN WAKULLA COUNTY RECORDS.

CORRECTIVE GAP ASSIGNMENT: TO REMEDY A GAP IN THE RECORDED OWNERSHIP INTEREST BETWEEN THE ASSIGNMENT OF MORTGAGE RECORDED 10/18/2010, IN BK: 836 PG: 895 AS INSTRUMENT NUMBER: 293487 AND THE ASSIGNMENT OF MORTGAGE RECORDED ON 06/18/2013, IN BK: 913 PG: 249 AS INSTRUMENT NUMBER: 315229.

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