

CONSIDERATION IS BASED  
ON THE UNPAID PRINCIPAL  
BALANCE OF \$213,816.00

ESTOPPEL AFFIDAVITS ARE  
ATTACHED HERETO AND MADE  
A PART HEREOF

Prepared By: Lionel J. Postic, Esq. - Florida Bar No.: 416339  
Deeds on Demand, PC, 5029 Corporate Woods Drive, Suite 175, Virginia Beach, VA 23462

Return to: **Timios, Inc**  
**5716 Corsa Ave, Suite 102**  
**Westlake Village, CA 91362**

Property Appraiser's Parcel I.D. (Folio) Number(s): 00-00-073-335-10187-097 **905635**

### DEED

THIS DEED is made this 30 day of AUGUST, 2013, by and between  
TONYA D. FOX formerly known as TONYA LIVELY, single, whose post office address is: 25  
Juniper Drive, Crawfordville, FL 32327-1993, hereinafter referred to as "Grantor", and  
BAYVIEW LOAN SERVICING, LLC, a Delaware Limited Liability Company, whose mailing  
address is 4425 Ponce De Leon Boulevard, 5th Floor, Coral Gables, Florida 33146, hereinafter  
referred to as "Grantee".

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars  
(\$10.00), and other valuable considerations in hand paid by the Grantee at or before the ensealing  
and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,  
sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey and confirm  
unto the Grantee, in fee simple, and to Grantee's heirs, successors and assigns forever, all the  
following piece, parcel, lot or tract of land, situated, lying and being in the County of Wakulla,  
State of Florida, and described as follows, to-wit:

Lot 97 of the Hammocks-Phase 1, a subdivision as per map or plat thereof recorded in Plat Book  
4, Page 44 and 45 of the public records of Wakulla County, Florida.

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Prepared by Deeds on Demand, PC

5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936.

The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property  
and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have  
reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of  
the Deeds on Demand Invoice, Client Disclosure and Agreement (see [www.deedsondemand.com/terms-of-  
service.aspx](http://www.deedsondemand.com/terms-of-service.aspx)), and that the attorney/client relationship between the client(s) ordering and paying for the instrument  
and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. **Order # 08-1357**

Being the same property conveyed to Tonya Lively now known as Tonya D. Fox, a single person by deed from Jamison D. Rogers and Tonya D. Lively, a divorced couple recorded 07/03/2007 in O.R. Book 886 Page 324, in the public records of Wakulla County, Florida.

Parcel No.: 00-00-073-335-10187-097

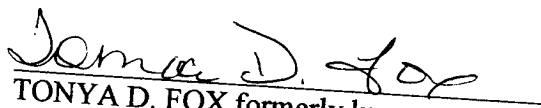
**NO MERGER. GRANTOR AGREES AND ACKNOWLEDGES THAT ITS ENTRY INTO THIS DEED AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY SHALL NOT RESULT IN A MERGER OF TRANSFEREE'S INTEREST UNDER THE DEED OF TRUST WITH TRANSFEREE'S INTEREST UNDER THE DEED. THE TERMS, COVENANTS, REPRESENTATIONS, AND WARRANTIES OF THIS AGREEMENT SHALL NOT MERGE INTO THE DEED BUT SHALL SURVIVE THE CLOSE OF THE TRANSACTION CONTEMPLATED HEREBY.**

THIS CONVEYANCE made subject to all easements, and building or use restrictions of record, including, but not limited to, those for public roads and highways, restrictive covenants, utilities, railroads, and pipelines. The conveyance is also subject to all applicable zoning, ordinances, statutes, rules, or regulations, as amended.

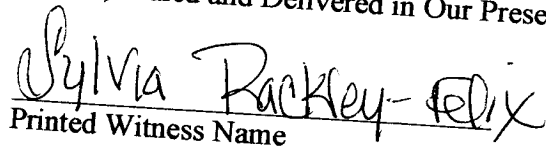
TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or appertaining; and every right, title or interest, legal or equitable, of the Grantor, of in and to the same.

TO HAVE AND TO HOLD, the same unto Grantee, Grantee's heirs and assigns, to their proper use, benefit and behalf forever.

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

  
TONYA D. FOX formerly known as  
TONYA LIVELY

Signed, Sealed and Delivered in Our Presence:

  
Printed Witness Name

  
Witness Signature



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The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of the Deeds on Demand Invoice, Client Disclosure and Agreement (see [www.deedsondemand.com/terms-of-service.aspx](http://www.deedsondemand.com/terms-of-service.aspx)), and that the attorney/client relationship between the client(s) ordering and paying for the instrument and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. Order # 08-1357

Sylvia Rackley-Felix  
Printed Witness Name

Sylvia Rackley Felix  
Witness Signature

STATE OF Georgia  
COUNTY OF COQUIT; ss:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2013, by TONYA D. FOX formerly known as TONYA LIVELY, who is personally known to me or who has produced a Florida Driver's License as identification.

F200-804-73-602-0

Sylvia Rackley-Felix  
Notary Public  
Sylvia Rackley-Felix  
Notary Public - Printed Name  
My Commission expires:



Unofficial Copy

Prepared by Deeds on Demand, PC  
5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936.  
The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of the Deeds on Demand Invoice, Client Disclosure and Agreement (see [www.deedsondemand.com/terms-of-service.aspx](http://www.deedsondemand.com/terms-of-service.aspx)), and that the attorney/client relationship between the client(s) ordering and paying for the instrument and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. Order # 08-1357

(EXHIBIT TO DEED IN LIEU OF FORECLOSURE)

**ESTOPPEL AFFIDAVIT**

I, Tonya Lively NKA Tonya D. Fox, being first duly sworn, states, under penalty of perjury as follows:

1. I am over the age of Eighteen (18) years and otherwise competent to make this Affidavit.
2. The statements contained in this Affidavit are based on my personal knowledge.
3. I am the same party who made, executed, and delivered or is about to make, execute, and deliver a deed to Bayview Loan Servicing, LLC, which is attached to this Affidavit and incorporated by reference into this Affidavit as though fully set forth here ("Deed") conveying the property following described in the Deed ("Real Property").
4. The Deed is intended to be an absolute conveyance to the title to the Real Property and is not intended as a mortgage, trust conveyance, or security of any kind.
5. It is my intention to convey to Bayview Loan Servicing, LLC, all of my right, title, and interest to the Real Property.
6. Possession of the property has or will be surrendered to Bayview Loan Servicing, LLC, as set forth in a certain Transfer Agreement between Bayview Loan Servicing, LLC, and me.
7. In executing and delivering the Deed, I am not under any legal disability such as coercion, duress, or undue influence, and I have acted freely, voluntarily, and of my own free will.
8. The consideration for executing the Deed is more fully set forth in the Transfer Agreement. The consideration I have received for executing the Deed is fair under the circumstances.
9. I have conducted an independent investigation of the fair market value of the property and have determined that, based on that investigation, there is no equity in the Real Property.
10. I warrant and represent that the following statement that is checked and initialed by me is true and accurate and the remaining statements are inapplicable to this matter:

- a. ☐ I have not previously declared bankruptcy and a bankruptcy case in my name is neither currently pending nor has ever been pending in any Federal Bankruptcy Court. [Initials: \_\_\_\_\_].

Estoppel Affidavit of  
Tonya Lively NKA Tonya D. Fox  
Page 2 of 3

- b. ☐ I previously declared bankruptcy. That bankruptcy petition was dismissed and is not currently pending in any Federal Bankruptcy Court. [Initials: \_\_\_\_\_].
  - c. ☐ I previously declared bankruptcy. I received a discharge from the bankruptcy court and a copy of that discharge is attached to this Affidavit. [Initials: \_\_\_\_\_].
- 11. I have no current plans to file a petition for bankruptcy in the foreseeable future.
- 12. I am not currently a party to any lawsuit in any Court that could affect my ability to transfer the Real Property to Bayview Loan Servicing, LLC.
- 13. This Affidavit is made for the protection and benefit of Bayview Loan Servicing, LLC; Timios, Inc.; and/or, the successors and/or assigns of either of them.
- 14. All representations, statements or warranties made by me in the Transfer Agreement are true and accurate to the best of my knowledge.
- 15. I understand that Bayview Loan Servicing, LLC, and Timios, Inc., are relying on the statements contained in this Affidavit and the representations, warranties, and agreements made by me in the Transfer Agreement in executing that Agreement and agreeing to its terms and provisions.
- 16. The conveyance contemplated by the Transfer Agreement and any Exhibits to the Transfer Agreement is a straightforward conveyance and not an equitable mortgage.
- 17. The conveyance contemplated by the Transfer Agreement and any Exhibits to the Transfer Agreement will neither render me insolvent nor will it cause me to file for bankruptcy.
- 18. All other persons or business entities subsequently dealing with or whom may acquire an interest in the Real Property, and all title insurance companies that insure title to the Real Property (including, but not limited to Timios, Inc.) are entitled to rely on the statements made in this Affidavit and the representations, warranties, and agreements made by me in the Transfer Agreement.
- 19. I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against Bayview Loan Servicing, LLC; and/or Timios, Inc., and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

Estoppel Affidavit of  
Tonya Lively NKA Tonya D. Fox  
Page 3 of 3

The foregoing is true and correct.

Tonya Lively  
Tonya Lively NKA Tonya D. Fox

County of Colquitt )

State of Georgia ) SS

Subscribed to and sworn (or affirmed) before me on this 30<sup>th</sup> day  
of August, 2013, by Tonya Lively NKA Tonya D.  
Fox, proved to me on the basis of satisfactory evidence to be the person  
who appeared before me.

Sylvia Rackley-Felix  
Notary Public

My Commission expires on:



Official Copy



(EXHIBIT TO DEED IN LIEU OF FORECLOSURE)  
**ESTOPPEL AFFIDAVIT**

I, Jamison Rodgers, being first duly sworn, states, under penalty of perjury as follows:

1. I am over the age of Eighteen (18) years and otherwise competent to make this Affidavit.
2. The statements contained in this Affidavit are based on my personal knowledge.
3. I am the same party who made, executed, and delivered or is about to make, execute, and deliver a deed to Bayview Loan Servicing, LLC, which is attached to this Affidavit and incorporated by reference into this Affidavit as though fully set forth here ("Deed") conveying the property following described in the Deed ("Real Property").
4. The Deed is intended to be an absolute conveyance to the title to the Real Property and is not intended as a mortgage, trust conveyance, or security of any kind.
5. It is my intention to convey to Bayview Loan Servicing, LLC, all of my right, title, and interest to the Real Property.
6. Possession of the property has or will be surrendered to Bayview Loan Servicing, LLC, as set forth in a certain Transfer Agreement between Bayview Loan Servicing, LLC, and me.
7. In executing and delivering the Deed, I am not under any legal disability such as coercion, duress, or undue influence, and I have acted freely, voluntarily, and of my own free will.
8. The consideration for executing the Deed is more fully set forth in the Transfer Agreement. The consideration I have received for executing the Deed is fair under the circumstances.
9. I have conducted an independent investigation of the fair market value of the property and have determined that, based on that investigation, there is no equity in the Real Property.
10. I warrant and represent that the following statement that is checked and initialed by me is true and accurate and the remaining statements are inapplicable to this matter:

- a. ☒ I have not previously declared bankruptcy and a bankruptcy case in my name is neither currently pending nor has ever been pending in any Federal Bankruptcy Court. [Initials:

JR].

Estoppel Affidavit of  
Jamison Rodgers  
Page 2 of 3

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  - c. ☐ I previously declared bankruptcy. I received a discharge from the bankruptcy court and a copy of that discharge is attached to this Affidavit. [Initials: \_\_\_\_\_].
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  - 12. I am not currently a party to any lawsuit in any Court that could affect my ability to transfer the Real Property to Bayview Loan Servicing, LLC.
  - 13. This Affidavit is made for the protection and benefit of Bayview Loan Servicing, LLC; Timios, Inc.; and/or, the successors and/or assigns of either of them.
  - 14. All representations, statements or warranties made by me in the Transfer Agreement are true and accurate to the best of my knowledge.
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  - 19. I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against Bayview Loan Servicing, LLC; and/or Timios, Inc., and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.



Estoppel Affidavit of  
Jamison Rodgers  
Page 3 of 3

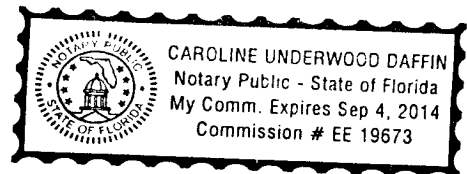
The foregoing is true and correct.

Jam Rodgers  
Jamison Rodgers

County of Bay )  
State of Florida ) SS

Subscribed to and sworn (or affirmed) before me on this 30 day  
of August, 2013, by Jamison Rodgers, proved to me  
on the basis of satisfactory evidence to be the person who appeared  
before me.

Caroline Underwood Daffin  
Notary Public  
My Commission expires on: 9-4-14



Unofficial Copy