

Document Prepared By:
Keacha M. Laguerre
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: 11-13239
Property Address: 1400 CANOPY WALK UNIT 1412
PALM COAST, FL 32137

Folio Number: 3811310920000001412

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 29 day of December, 2011, between CARL W. VOLZ AND KATHLEEN VOLZ, HUSBAND AND WIFE, hereinafter called the Grantor, whose address is: 1417 Stonebridge 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 assignees 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 hereby 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 CTX MORTGAGE COMPANY, LLC** dated October 1, 2005, and recorded October 26, 2005, in Official Records Book 1342, Page 792, said mortgage assigned to **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, by document dated February 17, 2011 and recorded March 25, 2011 in Official Records Book 1810, Page 1147, of the Public Records of Flagler 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 \$189,560.00, (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 Flagler, and State of Florida, as more particularly described as follows:

CONDOMINIUM UNIT NO. 1412, PHASE 14, BUILDING 14, CANOPY WALK, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 1019, PAGE 189 THROUGH 394, AND ANY AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

A/K/A: 1400 CANOPY WALK UNIT 1412, PALM COAST, FL 32137

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) resides thereon.

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.**

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:

[Signature]
WITNESS:

Carl Volz
CARL VOLZ

Linda Rudolph
(Printed Signature)

Kathleen Volz
KATHLEEN VOLZ

Stephen A. Parzanese
WITNESS:

Stephen A. PARZANESE
(Printed Signature)

STATE OF Pennsylvania
COUNTY OF Berks

The foregoing instrument was acknowledged before me this 29 day of December, 2011, by CARL W. VOLZ AND KATHLEEN VOLZ, who are personally known to me or who presented PA Drivers Licenses as identification.

My Commission Expires: (SEAL)

Stephen A. Parzanese
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Stephen A. Parzanese, Notary Public
Sinking Spring Boro, Berks County
My Commission Expires June 18, 2014
Member, Pennsylvania Association of Notaries