

This instrument prepared by: Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 9078 Union Centre Blvd., Suite 350, West Chester, Ohio 45069 (513) 247-9605 Fax: (866) 611-0170.

After Recording Mail/Return To:
Service Link
10385 Westmoor Drive, Suite 100
Westminster, CO 80021
Attention: Denver DIL Title

Mail Tax Statements To:
Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II
1455 Broad Street, Bloomfield, NJ 07003.

PARCEL ID: 07-11-31-7001-00080-0020

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **DONNA M. COX**, an unmarried person, whose mailing address is **102 Shady Oak Drive, Satsuma, FL 32189**, hereinafter called grantor, for \$129,520.52 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II**, whose tax mailing address is **1455 Broad Street, Bloomfield, NJ 07003**, 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 **Flagler County, Florida**, described as follows:

See add'l construction in Section "Right to Foreclose"

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

This being the identical property conveyed to the GRANTOR herein by Deeds recorded in **Instrument 2020023853, Book 2453, Page 113; Instrument 2020028483, Book 2461, Page 905; Instrument 2020031127, Book 2466, Page 1418**

The lien and title of the mortgage shall be merged in the title hereby conveyed only in the event of the full effectiveness of this conveyance according to the term and provisions expressed herein, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceedings instituted under bankruptcy or other law, or in the event that the survival of the lien of the mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the mortgage as determined by Grantee in all respects as if this instrument had not been executed.

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

Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

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.

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 Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II 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~~ Dine

Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

Transferor, Donna Cox, ~~was~~ had accepted to go through the deed-in-lieu process, and sign over the property to Reverse Mortgage Funding for the consideration of dropping the foreclosure proceedings against herself & all other name & defendants. If reverse mortgage does not agree to this, this deed-in-lieu will not be agreed to.

Dmc

~~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.~~

Unofficial Copy

WITNESS the hand of said Grantor this 12 day of MAR., 2021.

Donna M. Cox
DONNA M. COX

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

Witness (signature on above line) <u>Joseph S. Pipala</u>	Printed Name <u>JOSEPH S. PIPALA</u>
Witness (signature on above line) <u>Shirley R. Raul. Grover D. Daniels</u>	Printed Name

STATE OF FLORIDA
COUNTY OF PUTMAN

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 12 day of MAR., 2021, by **DONNA M. COX.**

Personally Known OR Produced Identification

Type of Identification Produced: FL - DMV

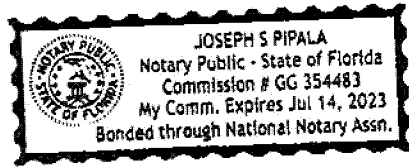
Joseph S. Pipala
(Signature of Notary Public)
JOSEPH S. PIPALA

(Print, Type, or Stamp Commissioned Name of Notary Public)

My Commission expires: 7/19/23

Affix Notary SEAL

Online Notary: (Check Box if acknowledgment done by Online Notarization)



Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF _____
COUNTY OF _____

DONNA M. COX, 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 Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II, 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 Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II, 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 Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II:

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

Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

corporations, other than **Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II,** 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 **Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II,** 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 **Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II,** 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 Grantee; 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.

Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

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: MAR. 12, 2021

Donna M. Cox
DONNA M. COX

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

Witness (signature on above line) <u>Joseph S. Pipala</u>	Printed Name <u>JOSEPH S. PIPALA</u>
Witness (signature on above line) <u>Grover D. Daniels</u>	Printed Name <u>Grover D Daniels</u>

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of MAR., 2021, by **DONNA M. COX**.

Personally Known OR Produced Identification

Type of Identification Produced: FL. DMV

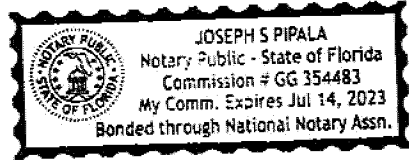
Joseph S. Pipala
(Signature of Notary Public)

JOSEPH S. PIPALA
(Print, Type, or Stamp Commissioned Name of Notary Public)

My Commission expires: 7/14/23

Affix Notary SEAL

Online Notary: (Check Box if acknowledgment done by Online Notarization)



Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

EXHIBIT A (LEGAL DESCRIPTION)

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF FLAGLER AND STATE OF FLORIDA BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOT 2, BLOCK 8, OF PALM COAST, MAP OF FLORIDA PARK SECTION 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 79 THROUGH 85 AND 86 THROUGH 92, INCLUSIVE, AND AS AMENDED IN INSTRUMENT RECORDED IN O.R. BOOK 35, PAGE 528, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

BEING THE SAME PROPERTY AS CONVEYED FROM ROBERT E MARS, A MARRIED MAN TO DONNA M COX, A SINGLE WOMAN AS DESCRIBED IN BOOK 2466, PAGE 1418, DATED 08/05/2020, RECORDED 08/11/2020 IN FLAGLER COUNTY RECORDS.

BEING THE SAME PROPERTY AS CONVEYED FROM DEBORAH LOWE, A MARRIED WOMAN TO DONNA COX AS DESCRIBED IN BOOK 2461, PAGE 905, DATED 07/27/2020, RECORDED 07/27/2020 IN FLAGLER COUNTY RECORDS.

BEING THE SAME PROPERTY AS CONVEYED FROM JAMES L MASRI/JAMES L MARS, JR, (1/4 INTEREST) A MARRIED MAN TO DONNA M COX AS DESCRIBED IN BOOK 2453, PAGE 113, DATED 06/25/2020, RECORDED 06/25/2020 IN FLAGLER COUNTY RECORDS.

BEING THE SAME PROPERTY AS CONVEYED FROM INTERNATIONAL HOMES, INC. TO JAMES L. MARS AND DOROTHY M. MARS, HIS WIFE AS DESCRIBED IN BOOK 85, PAGE 409, DATED 01/18/1977, RECORDED 01/19/1977 IN FLAGLER COUNTY RECORDS.

PARCEL ID: 07-11-31-7001-00080-0020

COMMONLY known as: 11 FERRIS LANE, PALM COAST, FL 32137
Assessor's Parcel Number: 07-11-31-7001-00080-0020

Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

GRANTOR(S) AFFIDAVIT

State of FLORIDA }
County of PUTMAN }

DONNA M. COX, 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.

Donna M. Cox
DONNA M. COX

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

Witness (signature on above line) <u>Joseph S. Pipala</u>	Printed Name <u>JOSEPH S. PIPALA</u>
Witness (signature on above line) <u>Gregory D. Daniels</u>	Printed Name <u>Gregory D. Daniels</u>

STATE OF FLORIDA
COUNTY OF PUTMAN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of MAR., 2021, by **DONNA M. COX**.

Personally Known OR Produced Identification

Type of Identification Produced: FG-DMV
Joseph S. Pipala

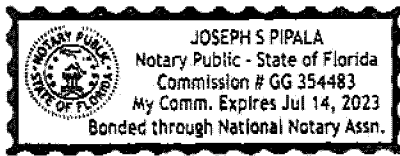
(Signature of Notary Public)

JOSEPH S. PIPALA
(Print, Type, or Stamp Commissioned Name of Notary Public)

My Commission expires: 7/19/23

Affix Notary SEAL

Online Notary: (Check Box if acknowledgment done by Online Notarization)



Property Address: 11 FERRIS LANE, PALM COAST, FL 32137

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

MORTGAGE FROM JAMES L. MARSİ AND DOROTHY M. MARSİ HUSBAND AND WIFE TO WORLD ALLIANCE FINANCIAL CORP. IN BOOK 1639, PAGE 215, INSTRUMENT NO. 2008001583 IN THE AMOUNT OF \$187,500.00, OPEN ENDED TO \$187,500.00, DATED 01/10/2008, RECORDED 01/17/2008, IN FLAGLER COUNTY RECORDS.

a. ASSIGNMENT OF RECORD BETWEEN WORLD ALLIANCE FINANCIAL CORP AND SUN WEST MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION AS SET FORTH IN BOOK 2089, PAGE 1252, INSTRUMENT NO. 2015030168, DATED 09/10/2015, RECORDED 10/02/2015 IN FLAGLER COUNTY RECORDS.

b. ASSIGNMENT OF RECORD BETWEEN SUN WEST MORTGAGE COMPANY INC AND REVERSE MORTGAGE FUNDING LLC AS SET FORTH IN BOOK 2089, PAGE 1640, INSTRUMENT NO. 2015030299, DATED 10/01/2015, RECORDED 10/05/2015 IN FLAGLER COUNTY RECORDS.

ASSIGNMENT TO Reverse Mortgage Funding LLC as nominee for Wilmington Trust, NA, not in its individual capacity but solely as Trustee for Broad Street Funding Trust II TO BE RECORDED CONCURRENTLY HEREWITH.

MORTGAGE FROM JAMES L. MARSİ AND DOROTHY M. MARSİ HUSBAND AND WIFE TO THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT IN BOOK 1639, PAGE 224, INSTRUMENT NO. 2008001584 IN THE AMOUNT OF \$187,500.00, OPEN ENDED TO \$187,500.00, DATED 01/10/2008, RECORDED 01/17/2008, IN FLAGLER COUNTY RECORDS.