Robert D. Gatton, EsquireNovemberPrepared by and return to:

Name of Preparer

Address of Preparer

Address of preparer

**DEED IN LIEU OF FORECLOSURE**

 THIS INDENTURE, made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2013 by Jill Borrower and Bob Borrower, husband and wife, whose post of office address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as (“Grantor”), to and in favor of Lender LLC, a Florida Limited Liability Company, whose post office address is 123 Smith Street, Orlando, FL 32801, hereinafter referred to as (“Grantee”). (All references to the parties herein shall include their successors, and assigns; and when applicable the singular shall include the plural, and the masculine shall include the feminine and neuter).

**W I T N E S S E T H:**

 THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee certain real property located in **ORANGE** County, Florida which is more particularly described as follows:

Enter the Legal Description here

 (the “Property”).

 TO HAVE AND TO HOLD the Property, with all improvements thereon, unto Grantee in fee simple forever.

AND Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

 AND, the Grantor(s) hereby covenant(s) with said Grantee(s) that the Grantor(s) is/are lawfully seized of said land in fee simple; that the Grantor(s) has good right and lawful authority to sell and convey said land, and hereby warrant(s) the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

# This Deed in Lieu of Foreclosure (“Deed”) is an absolute conveyance of title to Grantee of the title to the Property in effect as well as in form and is not intended to serve or operate as a mortgage, security agreement, trust conveyance, or security interest of any kind. It is not intended that this deed operate to effect any merger of the fee interest of Grantee in the Property with the still outstanding mortgage lien and security agreement on the property held by Grantee, it being specifically intended that the mortgage rights of Grantee in the Property shall survive the execution and delivery of the Deed and remain outstanding. In the event of a bankruptcy action by Grantor that involves the Property, Grantor consents to, and Grantee will be entitled to, immediate relief from the bankruptcy automatic stay to allow foreclosure of the mortgage lien.

# This Deed is being executed by the Grantor to the Grantee as a result of defaults committed by the Grantor under the Mortgage in favor of Crown Bank dated June 20, 2006 and recorded at OR Book 8534, Page 6752, Public Records of Orange County, Florida, and the Promissory Note in the original principal amount of $273,500.00 dated June 20, 2006 in favor of Crown Bank. Said Note and Mortgage having been assigned to Fifth Third Mortgage Company by Assignment recorded at OR Book 953, Page 3985, further assigned to Gracias Capital Corporation by Assignment recorded at OR Book 963, Page 3993, and further assigned to Grantee by Assignment recorded at OR Book 896 Page 182, all being among the Public Records of Orange County, Florida.

# The consideration for this Deed is Grantor’s payment of the sum of $\_\_\_\_\_\_\_\_\_\_\_ to Grantee, receipt of which is hereby acknowledged. The unpaid balance due on the Note and secured by the Mortgage is not forgiven or extinguished by the acceptance of this Deed. However, Grantee does hereby covenant and promise, for itself and its assigns, that no suit will be brought against Grantor for the unpaid balance on the Note, or any indebtedness arising thereunder.

 IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year set forth above.

Commission No.:

My Commission Expires:

 IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year set forth above.

|  |  |
| --- | --- |
| Signed, sealed and delivered in the presence of:  Print Name:  Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Grantor**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Jill Borrower**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Bob Borrower** |

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_

 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by Jill Borrower and Bob Borrower, who [ ]  are personally known to me or [ ]  produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (type of identification) as identification.

 (Notarial Seal) Notary Public - State of Florida

Printed Name:

Commission No.:

My Commission Expires: