

This document Prepared By and
After Recording Mail To:
ServiceLink
4000 Industrial Boulevard
Aliquippa, Pennsylvania 15001
Ron Hooker
#1812884 (5)

Documentary Stamp Tax:

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

KNOWN ALL MEN BY THESE PRESENTS, that Andrew Stuart Grant, a married man, joined by his spouse, Linda Grant hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do/does hereby grant, bargain, sell and convey unto Kondaur Capital Corporation, 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 INDIAN RIVER County, FL, described as follows: *1100 town and country rd ste 1600 orange ca 92868

All that certain parcel of land situate in the County of Indian River, State of Florida, being known and designated as Lot 41, The Polo Grounds at Pointe West, according to the plat thereof as recorded in Plat Book 16 Page 27, public records of Indian River County, Florida.

This being the identical property conveyed to the GRANTOR herein by Deed from The Polo Grounds, LLC dated 01/05/2005, recorded 01/07/2005 and filed in Book 1821 Page 1024.

COMMONLY known as: 1047 W Polo Grounds Dr. Lot 41, Vero Beach, FL 32966

Assessor's Parcel Number: 33-38-120000-300000-0041.0

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.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the even that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

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 true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage signed on 03/01/2006, by grantor in favor of Harbor Federal Savings Bank, and recorded at Book 2003 Page 1697, real property records of INDIAN RIVER County, FL on 02/06/2006.

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.

In witness whereof, the said Grantor has signed and sealed these presents the day and year first above written.

When the context requires, singular nouns and pronouns include the plural.

Andrew Stuart Grant
Andrew Stuart Grant

Linda Grant
Linda Grant

*829 paddock way
castleberry fl, 32707

Signed, sealed and delivered in the presence of:

Witness Signatures:

Kenneth B Austin Jr

Kenneth B Austin Jr
Printed Name

Ryann S Kilduff

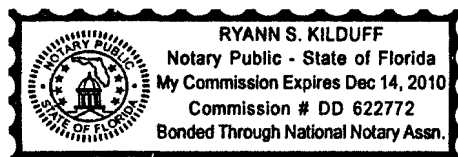
Ryann Kilduff
Printed Name

STATE OF Florida)

COUNTY OF Indian River) SS

The foregoing instrument was acknowledged before me this 12 day of Feb., 2009,
by Andrew S. Grant & Linda Grant, who is/are personally known to me
or who has/have produced Drivers Licenses (type of identification) as identification.

NOTARY STAMP/SEAL



Ryann S Kilduff
NOTARY PUBLIC

Ryann S. Kilduff
PRINTED NAME OF NOTARY PUBLIC

My Commission Expires: 12/14/2010

Exhibit "A"

Legal Description

All that certain parcel of land situated in Indian River County, State of Florida, being known and designated as follows:

Lot 41, THE POLO GROUNDS AT POINTE WEST, PD, according to the Plat thereof, as recorded in Plat Book 16, Page 27, of the Public Records of Indian River County, Florida.

Tax ID: 33-38-120000-300000-0041.0

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Florida)
COUNTY OF Indian River)

Andrew Stuart Grant, a married man, joined by his spouse, Linda Grant, being first duly sworn, depose and say: "That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to Kondaur Capital Corporation, dated 12 February 2009, conveying the following described property, to-wit:

This being the identical property conveyed to the GRANTOR herein by Deed from The Polo Grounds, LLC dated 01/05/2005, recorded 01/07/2005 and filed in Book 1821 Page 1024.

Parcel ID # 33-38-120000-300000-0041.0

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Kondaur Capital Corporation, 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 Kondaur Capital Corporation, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Kondaur Capital Corporation;

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 corporations, other than Kondaur Capital Corporation, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have no 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 Kondaur Capital Corporation, agreement to forebear 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, in addition to other good and valuable consideration. The mortgage referred to herein was executed by the undersigned to Harbor Federal Savings Bank, on 03/01/2006, and recorded at Book 2003 Page 1697, real property records of INDIAN RIVER County, Florida. 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 Kondaur Capital Corporation, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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.

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 2/12/09

Andrew Stuart Grant
* Andrew Stuart Grant

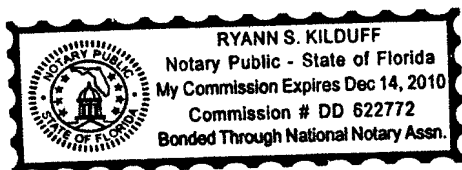
Linda Grant
* Linda Grant

11427 W. Polo Grounds Drive
Vero Beach, FL

STATE OF Florida
COUNTY OF Indian River

Subscribed and sworn to before me this 12 day of Feb., 20 09 by
Andrew Stuart Grant & Linda Grant

NOTARY STAMP/SEAL



Ryann S. Kilduff
NOTARY PUBLIC

Ryann S. Kilduff
PRINTED NAME OF NOTARY PUBLIC

My Commission Expires: 12/14/2010

Prepared By:
ServiceLink
4000 Industrial Boulevard
Aliquippa, Pennsylvania 15001
Ron Hooker