

This document was prepared by  
And after recording mail to:  
Lorie L. Lockerson  
Fidelity National Title  
250 S. Central Blvd Suite 102  
Jupiter, FL 33458  
FT26-15201

Parcel Number: 31-39-06-00025-0000-00003  
**Doc Stamps based on:\$237595.60**

### **DEED IN LIEU OF FORECLOSURE**

KNOWN ALL MEN BY THESE PRESENTS, that JUSTIN M. UHLAND, A MARRIED MAN JOINED BY HIS WIFE LYDIA UHLAND AND RONALD UHLAND, III, A MARRIED MAN JOINED BY HIS WIFE ALISON ASHLEY UHLAND, whose post office address is: 465 Oakwood Court, Marritt Island, Fl 32953, hereinafter called the grantor, for \$1.00 and the consideration hereinafter stated, do/does hereby grant, bargain, sell and convey unto Kondaur Capital Corporation, a Delaware Corporation, hereinafter called the grantee, whose post office address is: 1100 Town and Country Road, Suite 1600, Orange, CA 92868 and unto grantee's successors and assigns all 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:

Lot 3, ASBURY, according to the plat thereof, as recorded in Plat Book 20, Page 1, of the Public Records of Indian River County, Florida.

This being the identical property conveyed to the GRANTOR herein by Deed from Mailand Holdings, LLP., a Florida limited liability partnership on 11/22/05 recorded 12/09/05 and filed in Book 1969, Page. 1233

Commonly known as: 448 Briarcliff Circle, Sebastian, FL 32958

To have and hold the same unto the said grantee and grantee's successors and/or 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 forebear 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 event 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 11/22/05 by grantor in favor of HARBOR FEDERAL SAVINGS BANK and recorded at Book 1969, Page 1234, real property records of Indian River County, FL on 12/09/05.

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.

Justin M. Unland  
JUSTIN M. UNLAND

Ronald Unland, III  
RONALD UNLAND, III

Lydia Unland  
LYDIA UHLAND

Alison Ashley Unland  
ALISON ASHLEY UNLAND

Signed, sealed and delivered in presence of:

Witness Signatures:  
Raeanna Walters  
Raeanna Walters  
Printed Name

Kathy Scherer  
Kathy Scherer  
Printed Name

State of Florida  
County of Brevard

The forgoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 20 09 by Justin Unland, Lydia Unland, Ronald Unland, Alison Unland who is/are personally known to me or who has/have produced FL Driver's Licenses (type of identification) as identification.

Notary Seal

JACQUELINE ERICKSON  
Notary Public, State of Florida  
My Commission expires Nov. 14, 2009  
Commission # DD490718  
Bonded By National Notary Assn.

Jacqueline Erickson  
Notary Public  
Jacqueline Erickson  
PRINTED NAME OF NOTARY PUBLIC

My commission expires 11/14/2009

Re

**EXHIBIT "B"**  
**Estoppel Affidavit**

State of Florida

County of Brevard

JUSTIN M. UHLAND, A MARRIED MAN JOINED BY HIS WIFE LYDIA UHLAND AND RONALD UHLAND, III, A MARRIED MAN JOINED BY HIS WIFE ALISON ASHLEY UHLAND 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 4/06/2009, conveying the following described property to wit:

Lot 3, ASHBURY, according to the plat thereof, as recorded in Plat Book 20, Page 1, of the Public Records of Indian River County, Florida.

Parcel ID #31-39-06-00025-0000-00003

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 intentions 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 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 by Kondaur Capital Corporation in 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 11/22/05 and recorded at Book 1969, Page 1234 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, it's successors and/or assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

This affidavit is made for the protection and benefit of the Grantee in said Deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and particularly for the benefit of Fidelity National Title Insurance Company which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property.

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 ELECTED TO PROCEED WITHOUT LEGAL ADVICE.**

Dated 4-6-09

Justin M. Umland  
JUSTIN M. UMLAND  
Lydia Umland  
LYDIA UHLAND

Ronald Umland, III  
RONALD UMLAND, III  
Alison Ashley Umland  
ALISON ASHLEY UMLAND

State of Florida  
County of Brevard

Subscribed and sworn before me this 6 day of April 2009 by Justin Umland, Lydia Umland, Ronald Umland & Alison Umland who is/are personally known to me or who has/have produced FL Driver's License (type as identification) as identification.

Stamp  
JACQUELINE ERICKSON  
Notary Public, State of Florida  
My Commission expires Nov. 14, 2009  
Commission # 0D490718  
Bonded By National Notary Assn.

Jacqueline Erickson  
Notary Public  
Printed Name of Notary Public

Prepared By:  
Lorie L. Lockerson  
Fidelity National Title  
250 S. Central Blvd Suite 102  
Jupiter, FL 33458  
FT26-15201

BU