STATE OF OHIO

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

**DEED IN LIEU OF FORECLOSURE**

THIS **DEED IN LIEU OF FORECLOSURE** is made and entered into this the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_, as resident of the State of Ohio (hereinafter referred to as “Grantor”), and \_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_ corporation (hereinafter referred to as “Grantee”).

WITNESSETH THAT:

Grantor, for and in consideration of the satisfaction of the indebtedness secured under that certain Mortgage issued by Grantor in favor of Grantee dated as of the \_\_\_\_\_day of \_\_\_\_\_\_\_\_, 20\_\_, and recorded on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_, in the Office of the Recorder of \_\_\_\_\_\_\_\_ County, Ohio, with official record number \_\_\_\_\_\_\_\_\_\_\_\_\_\_in \_\_\_\_\_\_\_\_, Page \_\_\_\_\_\_\_\_, and for other good and adequate consideration in hand paid at or before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, **conveyed**, and confirmed, and by these presents does grant, bargain, sell, alien, **convey**, and confirm unto the said Grantee all of Grantor's right, title, and interest of any kind or nature whatsoever in and to said parcel of land being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference, including any and all buildings, fixtures or other property located thereon (the “Property”).

TO HAVE AND TO HOLD the said Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and hereof the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the said Property unto Grantee against the claims of any and all persons whomsoever.

Grantor declares that this **conveyance** is freely and fairly made and is an **absolute conveyance** and that no other agreements, oral or written, exist with respect to the Property between Grantor and Grantee. This conveyance is also a transfer not made under duress or coercion, and the consideration for granting this transfer is in the form of a lease with option to purchase the Property. Grantor hereby waives any and all right, title, and interest in the said Property that may now exist, or may hereinafter arise at law or in equity or otherwise, including, without limitation, any and all equity of redemption, any and all rights of reinstatement, and any and all rights arising under any moratorium or similar provision for debtor's relief.

IN WITNESS WHEREOF, Grantor has signed and sealed this **Deed in Lieu of Foreclosure** the date and year first above written.

GRANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed, Sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_ in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public