GENERAL WARRANTY DEED
(IN LIEU OF FORECLOSURE)

Davidson County DEEDWARR
Recvd: 11/11/03 14:49 3pgs
Fees:18.00 Taxes:647.50
20031111-0165138

STATE OF TENNESSEE

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAVIDSON

THAT, CELIA MAI SKELTON f/k/a CELIA MAI CARR AND JAMES CLEVELAND EDDINS, ("Grantor"), in consideration of the following (1) the sum of TEN and NO/100 dollars ($10.00) and other good and valuable considerations to grantor, in hand paid by Sinergia Limited, LLP (Grantee), whose address is P. O. Box 2473, Abilene, Texas 79604; and (2) in further consideration the cancellation of the balance due on that certain Adjustable Rate Note (the "Note"), dated December 12, 2000, in the original principal amount of $175,000.00 executed and delivered by CELIA MAI CARR, UNMARRIED to First NLC Financial Services, LLC, (all such indebtness under the Note or instruments securing the payment of the Note being collectively called the "Indebtness"), the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto grantee, all of the following: (i) the real property described as follows:

Land in Davidson County, Tennessee, being Lot No. 407, In Block 21 in Charlotte Park Company's First Addition, which is of record in Book 57, Page 103, Register's Office for said county.

(ii) all benefits, privileges, easements, tenements, leases, rentals, hereditament thereon or in anywise appertaining thereto, and any and all right, title and interest of Grantor in and to adjacent roads and right of way (collectively, the "Rights and Appurtenances"); (iii) all buildings, structures, fixtures and other improvements located on the Land (collectively, the "improvements"). The Land, Improvements and Rights and Appurtenances are herein after collectively referred to as the "Property".

TO HAVE AND TO HOLD the Property, together with all and singular and other rights and appurtenances thereto in anywise belonging unto Grantee, his successors and assigns forever; and Grantors do hereby bind themselves and their heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject the matters described above, unto Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IS EXPRESSLY ACKNOWLEDGED AND AGREED that:

A. This General Warranty Deed, and conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed the same as a foreclosure of the Liens, (as defined below) and as an absolute conveyance to Grantee of all right, title and interest of Grantors in the property, including specifically but without limitation, any equity or right of redemption of Grantors in the Property (or any portion thereof or interest therein).

B. Notwithstanding the credit to and reduction of the Indebtness (as described above) and other provisions hereof, all of the liens and security interests that evidence or secure the payment of the Note (collectively, the "Liens") are NOT RELEASED OR RELINQUISHED in any manner or respect whatsoever, but shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "Release") executed by Grantee, or its successors or assigns, and recorded in the Official Public Records of Davidson County, Tennessee. The Deed of Trust (as defined below) is hereby expressly amended to provide that the reduction of the Note pursuant to this General Warranty Deed shall not cause the termination of the Deed of Trust, but the same shall continue in full force and effect notwithstanding such reduction, until released by written instrument as described in the preceding sentence. Such Release may be made as, if and when Grantee, or its successors or assigns, shall determine in the exercise of its sole discretion. The Liens include, without limitation, that one certain Deed of Trust dated December 12, 2000, executed by CELIA MAI CARR AND JAMES CLEVELAND

EDDINS, UNMARRIED to First NLC Financial Services, LLC, filed for record December 20, 2000 Instrument No. 20001220-0124739, MBV/PG: 001220-0124739 Davidson County, Tennessee, (collectively the "Mortgage").

C. Grantor and Grantee specifically intend that there shall not be a merger of and Liens with the title or other interest of Grantee in the Property, under any circumstances connected with this conveyance. Grantor and Grantee expressly provide that the interest of Grantee in and to (1) the Liens, and (2) title or other interest of Grantee in the Property, shall remain at all times SEPARATE and DISTINCT. Such liens shall merge only under (1) or more of the following conditions:

(1) The foreclosure of the Liens; or
(2) The sale of the Property pursuant to the power of sale granted in the Deed of Trust; or
(3) Grantee, its successors or assigns, shall execute and file in the Official Public Records of Davidson County, Tennessee, the Release or other instrument specifically agreeing to permit the merger of the Liens with the title or other interests of Grantee in the Property.

In this regard, such interest shall not be merged in the event of the sale of the Property by Grantee, its successors or assigns, or the granting or acceptance of additional liens or interests in the Property, unless a separate written Release is executed and filed for public record, as prescribed in subjection C. (3) above.

D. Any and all rights of Grantee to exercise its remedies of foreclosure of any of the liens (either by judicial foreclosure or non-judicial foreclosure), together with any other remedies available to Grantee, are expressly preserved hereby. For the purpose of permitting Grantee to exercise such rights and remedies, Grantor and Grantee agree that the statute of limitations applicable with respect to the exercise of such rights is hereby tolled and extended so that the exercise of such rights and remedied shall not be limited under any applicable time bar defense.

E. The priority of the Liens is intended to be and shall remain in full force and effect, and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances whatsoever.

F. Grantors acknowledge and agree that the conveyance of the Property pursuant hereto is and absolute conveyance of all of Grantor's right, title and interest in and to the Property and is not intended (now, or in the future) to constitute a deed of trust, mortgage, trust conveyance or other security agreement or any nature whatsoever. Grantors hereby acknowledge that, after the conveyance hereunder, Grantors shall have no further interest or claim with respect to the Property, including, without limitation, the rights to the following:

(1) The right to manage the Property;
(2) The right to occupy or use the Property in any Manner;
(3) The right to receive any revenues from the property;
(4) The right to receive any proceeds from the sale, transfer, financing or operation of the Property; and
(5) The right to repurchase, redeem, or regain any right, title or interest in the Property, or in any portion thereof.

Ad valorem taxes on the Property commencing immediately are expressly assumed by Grantee.

This General Warranty deed has been executed by Grantor on the date of the taking of this acknowledgment, but the effective date of this General Warranty deed for all purposes shall be deemed to be the 30th day of April, 2003, and it shall be effective as of that date.

GRANTOR:

Celia Mai Skelton
f/k/a Celia Mai Carr
CELIA MAI SKELTON
f/k/a CELIA MAI CARR

James Cleveland Eddins
JAMES CLEVELAND EDDINS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Celia Mai Skelton f/k/a Celia Mai Carr and James Cleveland Eddins, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained. Witness my hand and official seal this 7 day of March, 2003.

Notary Public

My Commission Expires: _____

BRYCE FULBRIGHT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN
My Commission Expires Sept. 22, 2007

THIS INSTRUMENT PREPARED BY:
Sinergia Limited, LLP
P. O. BOX 2473
ABILENE, TX 79604

NEW OWNER AND
ADDRESS OF NEW OWNER: Tax Bills

Sinergia Limited, LLP
P.O. Box 2473
ABILENE, TX 79604

MAP AND PARCEL NOS.

Map 103-4 Parcel 8

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transaction is $ 175000.

Patricia Dale Brown
Affiant

Subscribed and sworn to before me this 6th day of Nov, 2003.

KAREN C. ASPLINT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

Notary Public

My Commission Expires:
7-21-07