STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $ ~~0.00~~ 125,045.51

Affiant

Subscribed and sworn before me on this 5 day of June, 2007.

Notary Public

My Commission expires: 10-12-09

**This Instrument Was Prepared By:**

**Jackson M. Welch, Jr.**
**Sidwell, Barrett & Welch, P.C.**
**121 First Avenue South, Suite 200**
**Franklin, Tennessee 37064**

**Address of New Owners:**
Dale Hubbard
510 Heatherstone Court
Ridgeland, Mississippi 39157

**Send Tax Bills To:**
Same as Owner

**Map-Parcel:**
Map 073-13
Parcel 204.00

## WARRANTY DEED IN LIEU OF FORECLOSURE

For and in consideration of the sum of Ten and NO/100 dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Neilson Hubbard and wife, Cameron W. Hubbard** ("Grantors") do hereby transfer and convey unto **Dale Hubbard** ("Grantee"), his heirs, and assigns, forever, all of their entire right, title, and interest in and to a certain tract of land situated in Davidson County, Tennessee, with said tract of land being more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 14 on the plan of Dugger Heights, Section III, of record in Book 1835, page 54, Register's Office for Davidson County, Tennessee.

Said Lot No. 14 fronts 80.0 feet on the easterly margin of Lethia Drive and extends back 267.6 feet on the northerly line and 286.4 feet on the broker southerly line to a dead line in the rear, measuring 59.3 feet thereon.

Being ~~part of~~ the same property conveyed to Neilson Hubbard and wife, Cameron W. Hubbard, by Warranty Deed from Malcolm Leonard McCune, of record in Instrument No. 20030430-0057691, Register's Office for Davidson County, Tennessee.

This is improved property known as 1509 Lethia Avenue, Nashville, Tennessee 37206.

This conveyance is subject to all easements, restrictions, easements, and other matters of record, including, but not limited to, all items set forth on any applicable plat of record, and taxes for the years 2006 & 2007 and thereafter.

Davidson County DEEDWARR
Recvd: 06/19/07 10:24 3 pgs
Fees:18.00 Taxes:462.67
20070619-0073106

This Warranty Deed is being executed, delivered and accepted in lieu of foreclosure and the same shall be interpreted and construed as a complete release of the Grantors from all liability under the Deed of Trust Note dated April 29, 2003, in the original principal amount of One Hundred Fourteen Thousand and NO/100 Dollars ($114,000.00), secured by a Deed of Trust of even date therewith, of record at Instrument No. 20030430-0057692, Register's Office for Davidson County, Tennessee, which Note and Deed of Trust were given by Grantors to Grantee. It is further agreed between the parties that this is an absolute conveyance to Grantee of all right, title and interest in the property including specifically, but without limitation, any equity or rights of redemption of Grantors in the property.

Notwithstanding the above release of Grantors from all liability under all of the liens and security interests evidencing or securing payment of the Note, the Deed of Trust shall remain valid and in full force and effect unless and until released by Grantee, it being the intention of the parties that there shall be no merger of said liens with the title or other interest of Grantee by virtue of this conveyance, and the parties provide that each such interest in the liens on one hand and the title on the other shall be and remain at all times separate and distinct.

This conveyance is made in accordance with the Marital Dissolution Agreement, executed by the Grantors, in Hubbard v. Hubbard, Circuit Court for the State of Tennessee, Twentieth Judicial District, Davidson County, Case No. 06D-1847, wherein all property rights among the Grantors have been settled.

To Have and To Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, their heirs and assigns forever, a Grantors do covenant with Grantee that they are lawfully seized and possessed of said land in fee simple, have good right to convey it, and the same is unencumbered except as herein set out; and, Grantors do further covenant and bind themselves, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, this instrument is hereby executed this 2nd day of ~~March,~~ April 2007.

NEILSON HUBBARD, Grantor

CAMERON W. HUBBARD, Grantor

**STATE OF TENNESSEE**
**COUNTY OF** Williamson

Personally appeared before me, the undersigned, a Notary Public in and for this county and state, **Neilson Hubbard**, the within named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Franklin, Tennessee, this 5 day of March, 2007.

JACKSON M. WELCH, JR. NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public

My Commission Expires: 10-12-08

**STATE OF TENNESSEE**
**COUNTY OF** Williamson

Personally appeared before me, the undersigned, a Notary Public in and for this county and state, **Cameron W. Hubbard**, the within named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at Brentwood, Tennessee, this 2nd day of ~~March~~ April, 2007.

LEE ANN EDWARDS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Lee Ann Edwards

Notary Public

My Commission Expires: May 22, 2010