Davidson County DEEDWARR
Recvd: 10/24/08 14:09 4 pgs
Fees:23.00 Taxes:403.67
20081024-0106672

DEED IN LIEU OF FORECLOSURE

In consideration of the sum of ten dollars ($10.00) cash in hand paid, and other good and valuable consideration, the undersigned, Jeremy C. Henderson Grantor(s) does hereby convey, and warrant unto U. S. Bank National Association, as Trustee of the Sequoia Funding Trust, as Grantee the following described land in Davidson County, Tennessee.

See Property Description Attached as Exhibit "A"

The Grantors represent and warrant that this Covenant Deed is given freely and as an absolute conveyance of title and Fee ownership to the Grantee, as a Deed In Lieu of Foreclosure, in effect as well as form, and is not intended as a mortgage, trust, conveyance or security instrument. The interest of the Grantee as holder of a certain Deed of Trust dated, May 22, 2006, and recorded July 12, 2006 as Instrument No.20060712-0083467, Davidson County Records ("the Mortgage"), which constitutes a first lien on the Premises, shall not be deemed to be merged into the fee acquired by the Grantee, nor shall the liens of the Mortgage be extinguished. This Deed shall operate as an absolute waiver of all of the Grantors' right, title, and interest to the Premises, including, without limitation, the Grantors' right of redemption from a foreclosure of the Mortgage. Grantors' further represent and warrant that they have not committed or failed to perform any act which would encumber the title of the estate so granted, except for the non-payment of real estate tax.

Witness our signatures, this 19 day of September, 2008.

WITNESS:

GARY EDWARD HANSEN
Barrister, Solicitor
& Notary Public for Alberta
No Expiry Date

PROVIDENCE OF ALBERTA

CITY OF CALGARY

Personally appeared before me, the undersigned authority in and for the said Providence and City, on this 19 day of September, 2008. Within my jurisdiction, the within named who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Notary Public

My commission expires:

GARY EDWARD HANSEN
Barrister, Solicitor
& Notary Public for Alberta
No Expiry Date

GARY EDWARD HANSEN NOTARY PUBLIC PROVINCE OF ALBERTA

Exhibit "A"
Legal Description

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT AND LOT NO. 71, AS SHOWN ON A PLAN ENTITLED "HORIZONTAL PROPERTY REGIME, PRIVATE ELEMENT PLAT, NASHBORO VILLAGE-TRACT 7", OF RECORD IN PLAT BOOK 11700, PAGES 49 AND 50, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, WHICH PLAN IS HEREBY REFERENCED FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

Map Parcel Number: 135-12B-71.00CO

Being the same property conveyed to Jeremy C. Henderson, Unmarried by Warranty Deed from Brian A. Mayes, recorded July 12, 2006 as Instrument No. 20060712-0083466, in the Register's Office of Davidson County, Tennessee.

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is ONE HUNDRED NINE THOUSAND ONE HUNDRED AND 00/100 ($109,100.00) DOLLARS, which amount is equal to or greater than the amount which the property would command at a fair voluntary sale.

Laurie Culmone
AFFIANT: LAURIE CULMONE

Margaret A Carroll
NOTARY PUBLIC
MARGARET CARROLL
ID #48906

This instrument was prepared by: Laurie Culmone, Title2Land, LLC; 11851 Wentling Ave., Baton Rouge, LA 70816

New owner &
Tax bills sent to: S N Servicing Corporation, 523 Fifth Street, Eureka, CA 95501

MARGARET CARROLL NOTARY PUBLIC EBR/ASCENSION PARISH, LA ID 48906

ESTOPPEL AGREEMENT

PROVIDENCE OF ALBERTA

CITY OF CALGARY

The undersigned "Affiant", being first duly sworn, depose and state as follows:

1. That Affiant(s), whose address is 2014 Nashboro Blvd Nashville TN 37217 states that they are the identical parties who made, executed, delivered and received that certain deed to U. S. Bank National Association, as Trustee of the Sequoia Funding Trust dated 19 day of September, 2008, conveying the described property, to wit:

   See Exhibit "A" Attached

2. That the aforesaid deed is intended to be and is an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant(s) as grantor in said deed to convey, and by said deed these affiant(s) did convey to the grantee therein all their right, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to grantee;

3. That in execution and delivery of said deed, affiant(s) were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

4. That the consideration for said deed was and is payment to affiant(s) of the sum of $109,100.00 by grantee, and the full cancellation of all debts, obligations, costs and charges secured by that Deed of Trust heretofore existing on said property executed by Jeremy C. Henderson, Mortgagor, to First NLC Financial Services as Mortgagee, dated the 22nd day of May, 2006, and recorded as Instrument No. 20060712-0083467 853, of the Public Records of Davidson County, Tennessee and the full reconveyance of said property under said deed of trust; that at the time of making said deed affiant(s) believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded;

5. 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 n the property herein described, and particularly for the benefit of Title2Land, LLC and of First American Title Insurance Company (underwriter) 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 real property.

That Affiant(s) 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.

WITNESSES:

GARY EDWARD HANSEN
Barrister, Solicitor
& Notary Public for Alberta
No Expiry Date

AFFIANT:

PROVIDENCE OF ALBERTA

CITY OF CALGARY

The foregoing instrument was acknowledged before me this 19 day of September 2008 by GARY HANSEN.

GARY EDWARD HANSEN
Barrister, Solicitor
& Notary Public for Alberta
No Expiry Date

Notary Public
_____ County, _____
My commission expires: _____

GARY HANSEN NOTARY PUBLIC PROVINCE OF ALBERTA

Drafted by and when recorded return to: