Davidson County DEEDWARR
Recvd: 11/14/08 10:07 7 pgs
Fees:38.00 Taxes:561.69

20081114-0112611

This instrument prepared by:
Leila Hansen, Esq.
9041 South Pecos Road, Suite 3900
Henderson, Nevada 89074

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

ADDRESS NEW OWNER AS FOLLOWS:	**MAIL TAX STATEMENT TO:**	**MAP PARCEL NUMBERS:**
Wells Fargo Financial Tennessee 1, LLC	Wells Fargo Financial Tennessee 1, LLC	Map/Parcel:
4143 121st Street	4143 121st Street	149 02 0 118.00
Urbandale, Iowa 50323	Urbandale, Iowa 50323	

KNOWN ALL MEN BY THESE PRESENTS, that **Andy McClarney, as Attorney in Fact for Eva McCoy McClarney, also known as Eva McClarney, unmarried, as evidenced in the attached Power of Attorney in "Exhibit A"**, hereinafter called grantor, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Wells Fargo Financial Tennessee 1, LLC,** hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the Davidson County, Tennessee, described as follows:

BEING LOT NO. 22, ON THE PLAN OF OAKWOOD SUBDIVISION, SECTION ONE, PHASE THREE, OF RECORD IN BOOK 7900, PAGE 268, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

This being the identical property conveyed to the GRANTOR herein by Deed from Reesie L. Tomlinson and husband, L. Michael Tomlinson dated September 13, 2002, recorded September 23, 2002 and filed in Record Instrument No.: 20020923-0115768

COMMONLY known as: 2224 Oak Barrel Lane, Antioch, Tennessee 37013

To have and to hold the same unto the said grantee and grantee's successors and 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 even that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

172905998

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 the November 10, 2007, by grantor in favor of **Wells Fargo Financial Tennessee 1, LLC,** and recorded at Doc. No. 20071114-0133626 real property records of Davidson County, Tennessee on the November 14, 2007.

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.

Witness our hand this 5th day of November, 2008, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Andy McClarney, as Attorney in Fact for
Eva McCoy McClarney, a/k/a
Eva McClarney

ACKNOWLEDGMENT

STATE OF Tennessee)

COUNTY OF Davidson) ss

Personally appeared before me, _____, a Notary Public in and for said County and State, **Andy McClarney, as Attorney in Fact for Eva McCoy McClarney, a/k/a Eva McClarney** the within named bargainor, individual(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Given under my hand and official seal of office at _____
this 5th day of November, A.D., 2008.

NOTARY STAMP/SEAL

JOHN ROBERT SERGENT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

NOTARY PUBLIC
Notary Commission Expires: March 20, 2010

AFFIDAVIT OF VALUE

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration or value whichever is greater, for this transfer is $ 151,807.81.

Subscribed and sworn to before me this the 5th day of November, 2008.

(Affix Seal)

Affiant

Notary Public
My Commission Expires: March 20, 2010

JOHN ROBERT SERGENT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

"EXHIBIT A"

Prepared by: Tom Hardin - Columbia, Tennessee

POWER OF ATTORNEY

Davidson County POA
Recvd: 01/03/02 15:04 2pgs
Fees:12.00 Taxes:0.00
[redacted]
20020103-0001236

KNOW ALL MEN BY THESE PRESENTS:

That I, **EVA McCOY McCLARNEY** of Marion County, Tennessee, do hereby make, constitute and appoint **ANDY McCLARNEY** of Davidson County, Tennessee, my true and lawful attorney-in-fact, for me and in my name and stead, and on my behalf and for my use and benefit:

1. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;

2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts or other sufficient discharges for the same;

3. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon on such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;

4. To maintain, repair, improve, manage, insure, rent, lease, sell, buy, convey, or give to any other person, persons, corporation, or to said attorney in fact, subject to liens, mortgages, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I may own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper.

5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts, and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing or whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted;

I grant to said attorney in fact full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the

exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might do or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, or acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.

This Power of Attorney shall be a durable Power of Attorney and shall not be affected by subsequent disability or incapacity of the principal pursuant to T.C.A., §34-6-101, et seq.

IN WITNESS WHEREOF, I have hereunto set my hand, this 3rd day of January, 2002.

Eva McCoy McClarney

EVA McCOY McCLARNEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the above county and state, the within named EVA McCOY McCLARNEY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal this 3rd day of January, 2002

Sr. Margaret M. O'Dwyer

NOTARY PUBLIC

My Commission Expires SEPT. 28, 2002

My Commission Expires: _____

MARGARET M. O'DWYER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON } **SS**

I, **BILL COVINGTON,** *Clerk of Davidson County, Tennessee having a seal, do hereby certify that* Margaret M. O'Dwyer *whose name is subscribed to the affidavit or certificate of the proof of acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such affidavit, proof, or acknowledgment, a Notary Public at Large in and for the County of Davidson, commissioned and sworn, and duly authorized under the laws of Tennessee to take the same, and duly authorized to take and certify the acknowledgment and proof of deeds to be recorded in this State. And I do further certify that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to said affidavit, or certificate of proof, or acknowledgment, is genuine; that said Notary's commission is dated* 9/28, 1998, *and expires* 9/28, 2002.

And I do further certify that under the Laws of Tennessee, impressions of the seal of Notaries Public are not required to be filed with the County Clerk or with the Clerk of the County Court.

Witness my hand and seal of said office, at Nashville, Tennessee, this 3 *day of* Jan, 2002.

Bill Covington, *Clerk*

By M Clerk, *D.C.*

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

Andy McClarney, as Attorney in Fact for Eva McCoy McClarney, also known as Eva McClarney, unmarried, as evidenced in the attached Power of Attorney in "Exhibit A", 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 **Wells Fargo Financial Tennessee 1, LLC,** dated the 5th day of November, 2008, conveying the following described property, to-wit:

BEING LOT NO. 22, ON THE PLAN OF OAKWOOD SUBDIVISION, SECTION ONE, PHASE THREE, OF RECORD IN BOOK 7900, PAGE 268, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

Parcel ID # 149 02 0 118.00

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Wells Fargo Financial Tennessee 1, LLC,** and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **Wells Fargo Financial Tennessee 1, LLC,** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Wells Fargo Financial Tennessee 1, LLC;**

That in the 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 **Wells Fargo Financial Tennessee 1, LLC,** who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not 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 payment to affiants of the sum of $1.00 by **Wells Fargo Financial Tennessee 1, LLC,** and **Wells Fargo Financial Tennessee 1, LLC,** 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. The mortgage referred to herein was executed by the undersigned to **Wells Fargo Financial Tennessee 1, LLC,** on the November 10, 2007, and recorded at Doc. No. 20071114-0133626 real property records of Davidson County, Tennessee. 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 **Wells Fargo Financial Tennessee 1, LLC,** its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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 HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 11/5/2008

Andy McClarney, as Attorney in Fact for
Eva McCoy McClarney, a/k/a
Eva McClarney

STATE OF Tennessee
COUNTY OF Davidson

Subscribed and sworn to before me this 5th day of November, 2008 by _____.

NOTARY PUBLIC

Prepared By:
Leila Hansen, Esq.
9041 South Pecos Road, Suite 3900
Henderson, Nevada 89074

JOHN ROBERT SERGENT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY