BILL GARRETT, Davidson County
Trans:T20090038441 DEEDWARR
Recvd: 06/09/09 14:41 7 pgs
Fees:38.00 Taxes:629.00
20090609-0053572

(Space above this line reserved for Recorder of Deeds certification)

RECEIVER'S DEED

Tax exempt per 66-5-209(11)

(Deed Without Covenant, Representation, or Warranty)

This Receiver's Deed is entered into as of December 4, 2008, between the **FEDERAL DEPOSIT INSURANCE CORPORATION**, as **Receiver for WASHINGTON MUTUAL BANK, FORMERLY KNOWN AS WASHINGTON MUTUAL BANK, FA**, Henderson, Nevada (herein referred to as "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, the said Washington Mutual Bank having been placed in receivership on September 25, 2008, by the Office of Thrift Supervision, and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,** organized under the laws of the United States of America (herein referred to as "Grantee"), whose address and principal place of business is 270 Park Avenue, New York, New York 10017.

For good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby GRANT, SELL and CONVEY to Grantee, **without covenant, representation, or warranty** of any kind or nature, express or implied, and any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in the property more particularly described on Exhibit A attached hereto and incorporated herein, together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property"), and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, **subject, however, to** all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Subject Property, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property (all of the foregoing being collectively referred to as the "Permitted

Encumbrances"). Grantee, by its execution and acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances to the extent expressly assumed in writing by the Grantor or imposed upon the Grantor under applicable law.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION,

SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, **without covenant, representation, or warranty** whatsoever, **subject, however, to** the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property.

Except as expressly set forth in this Receiver's Deed, there are no third party beneficiaries to this Receiver's Deed. The covenants, promises and agreements continued in this Receiver's Deed are solely for the benefit of the Grantor and Grantee.

This Receiver's Deed is executed pursuant to that certain Purchase And Assumption Agreement among the FDIC in its corporate capacity, Grantor, and Grantee dated as of September 25, 2008.

IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures hereinbelow, but to be effective for all purposes, however, as of the date first above written.

GRANTOR:

Witnesses:

Print Name: DEVON MISCHLER

Print Name: AUBREY GWALTNEY

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for WASHINGTON MUTUAL BANK, formerly known as Washington Mutual Bank, FA

By: JPMorgan Chase Bank, National Association
Its Attorney-in-Fact

By: _____
Name: KELLY LIVINGSTON
Title: Assistant Treasurer
Date: 12-4-08

GRANTEE:

Witnesses:

Print Name: DEVON MISCHLER

Print Name: AUBREY GWALTNEY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: VICTORIA H. GRIMM
Title: Assistant Vice President
Date: 12-4-08

ACKNOWLEDGMENTS

STATE OF FLORIDA §
§
COUNTY OF DUVAL §

The foregoing instrument was acknowledged before me on the 4 day of Dec, 2008, by KELLY LIVINGSTON, as Assistant Treasurer of JPMorgan Chase Bank, National Association, a national banking association, as Attorney-in-Fact for the Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

BRENDA W. OXFORD
MY COMMISSION # DD 724202
EXPIRES: October 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public
Brenda W. Oxford

STATE OF FLORIDA §
§
COUNTY OF DUVAL §

The foregoing instrument was acknowledged before me on the 4 day of Dec, 2008, by VICTORIA H. GRIMM as Assistant Vice President of JPMorgan Chase Bank, National Association, a national banking association, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

BRENDA W. OXFORD
MY COMMISSION # DD 724202
EXPIRES: October 11, 2011
Bonded Thru Notary Public Underwriters

Notary Public
Brenda W. Oxford

Prepared By
Victoria H. Grimm
270 Park Ave
New York, NY 10017

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 1712501

OATH OF VALUE

Pennsylvania
STATE OF ~~TENNESSEE~~
COUNTY OF Beaver)

I, Mark Appuglese,
hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 170,000.00, which amount is equal or greater than the amount which the property transferred would command at a fail voluntary sale.

Mark Appuglese
Affiant Mark Appuglese

Affiant, Mark Appuglese, subscribed and sworn before me this 13 day of May, 2009

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marsha L. Hancock, Notary Public
Hopewell Twp., Beaver County
My Commission Expires Oct. 10, 2010
Member, Pennsylvania Association of Notaries

Marsha L Hancock
Notary Public

My commission expires: 10-10-10

EXHIBIT A
PROPERTY DESCRIPTION

All that certain parcel of land situtate in County of Davidson, State of Tennessee, being known and designated as follows:
Lot No. 43 on the Plan of Chandler Grove, of record in Plat Book 7900, Page 796; amended in 7900, Page 802, Register's Office for said County, to which plan reference is hereby made for a more complete description.
Tax ID 076-09-0A 043.00
0818324451-ATL

Property Address 909 Chandler Grv Dr.
Hermitage, TN 37076

Mail Tax Statements To JPMorgan Chase Bank NA
New Owner 270 Park Ave
New York, NY 10017

Source of Title:
20081215-0119937