THIS INSTRUMENT PREPARED BY:

The Hill Firm, PLLC
109 Kenner Avenue, Suite 201
Nashville, Tennessee 37205

BILL GARRETT, Davidson County
Trans:T20100004444 DEEDQC
Recvd: 01/22/10 14:10 4 pgs
Fees:23.00 Taxes:300.42
20100122-0005774

New Owner:
Lloyd C. Jordan & Sylvia E. Jordan
303 44th Ave N
Nashville, TN 37209

Tax Bills To:
SAME

Map/Parcel No:
091070280 00

QUITCLAIM DEED IN LIEU OF FORECLOSURE

WHEREAS, the Grantors own fee simple title to the real estate described on Exhibit A hereto and the improvements located thereon;

WHEREAS, the Grantees are the current payees under that certain Promissory Note, dated May 2, 2006, made initially to Lloyd C. Jordan & Sylvia E. Jordan with an initial principal balance of $85,000.00 (the "Note");

WHEREAS, the balance due under the Note is now fully due and payable;

WHEREAS, the indebtedness created by the Note is secured by a Deed of Trust (the "Deed of Trust") recorded as Instrument No. 20060502-0050525 with the Davidson County Register of Deeds;

WHEREAS, Grantors are in default under the Note and the other loan documents executed in connection therewith, and the entire amount outstanding under the Note, including all accrued but unpaid interest, late fees and other costs incurred by Grantees as a result of the default by Grantors, have been accelerated by Grantees;

WHEREAS, in order to avoid the financial hardship and damage to reputation that would result from a continuing default and resulting foreclosure, Grantors have asked that the parties resolve Grantors' default by Grantors' conveyance of the real estate described on Exhibit A hereto, in lieu of foreclosure; and

WHEREAS, Grantees wish to accept the conveyance of the Property to avoid the necessity of litigation and foreclosure and the delays associated therewith.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Elmer Vanatta and Tammy Vanatta have bargained and sold, and do hereby bargain sell, transfer, convey, and confer unto Lloyd C. Jordan and Sylvia E. Jordan, their heirs, successors, and assigns, that certain tract or parcel of land in Davidson County, Tennessee, more particularly described as follows (the "Property"):

SEE EXHIBIT A ATTACHED HERETO

The conveyance set forth herein by Grantors to Grantees is made in lieu of the foreclosure by Grantees under the Deed of Trust, and Grantees, by signing below, hereby covenant not to foreclose on the Property.

The parties expressly agree that the execution and delivery of this Deed in Lieu of Foreclosure shall not terminate any claims that the Grantees may have for damages caused to the Property and shall not effect a merger with the Deed of Trust, that the Deed of Trust is not terminated or otherwise affected in any way by the execution and delivery hereof and that the Deed of Trust, and the lien created thereby, shall survive the closing of the transactions contemplated in this Deed in Lieu of Foreclosure until such time as Grantees expressly terminate the Deed of Trust.

IN WITNESS WHEREOF, the GRANTORS and GRANTEES have hereunto set their hands ~~as of this ___ day of December, 2009~~ This 22ND Day of January, 2010.

Grantors:

Elmer Vanatta

Tammy Vanatta

Grantees:

Lloyd C. Jordan

Sylvia E. Jordan

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is $81,193.65.

Affiant

Sworn to and subscribed before me this 14th day of Jan., 2010.

Notary Public
My Commission Expires:

TERRI D JACKSON STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires April 4, 2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Elmer Vanatta, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and official seal at_____, this 14th day of ~~December~~ January, 2009.

Notary Public
My Commission Expires:

TERRI D JACKSON STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires April 4, 2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Tammy Vanatta, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the within named bargainor, and that she executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and official seal at_____, this 14th day of ~~December~~ January 10

Notary Public
My Commission Expires:

TERRI D. JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires April 4, 2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Lloyd C. Jordan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and official seal at Nashville, this 22nd day of ~~December~~ January 10

Notary Public
My Commission Expires:

ROBERT J. HILL, II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 6, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Sylvia E. Jordan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the within named bargainor, and that she executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and official seal at Nashville, this 22nd day of ~~December~~ January 10

Notary Public
My Commission Expires:

ROBERT J. HILL, II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 6, 2013

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Lot Nos. 917 and 919, Block 136, as shown on the map entitled Plan No. 1 of West Nashville, of record in Plat Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Lloyd C. Jordan and wife, Sylvia E. Jordan, from Jessie Puckett and wife, Wanda J. Puckett, by deed of record in Instrument #20050728-0088390, said Register's Office.

This conveyance is subject to all matters as set forth in the Plan of record in Book 57, pages 74 and 75, and any and all other easements, restrictions, and conditions of record which may affect said property in the Register's Office for Davidson County, Tennessee.

This is improved real property commonly known as 5010 Michigan Avenue, Nashville, TN 37209.