BILL GARRETT, Davidson County
Trans:T20100009180 DEEDWARR
Recvd: 02/16/10 12:40 5 pgs
Fees:28.00 Taxes:245.16
20100216-0011754

465259

Tax Reference: 071070227.00

This instrument prepared by:
Wallace C. Tyser, Jr.
Attorney
PO Box 9800
Maryville, TN 37802

Return this Instrument to:
Vanderbilt Mortgage and Finance, Inc.
Attn: Legal Department
500 Alcoa Trail
Maryville, TN 37804

RESPONSIBLE TAXPAPER AND PROPERTY OWNER:
Name: Vanderbilt Mortgage and Finance, Inc.
Address: PO Box 9800, Maryville, TN 37802

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $66,260.12, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. Total Debt forgiven is $66,260.12 and no other consideration or value has been given.

Ricky Lamb
(Grantor's Name)

Subscribed and sworn before me this

8th day of October, 2009.

Debra A Kunkel
Notary Public

My Commission Expires: 1-28-11

DEBRA A. KUNKEL
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

STATE OF TENNESSEE

COUNTY OF Sumner

DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 8th day of October 2009 by and between Ricky L. Lamb, an unmarried man ("Grantor") and Vanderbilt Mortgage and Finance, Inc., a corporation organized and existing under the laws of the State of Tennessee ("Grantee").

WHEREAS, Grantor is the fee simple owner of the real property and improvements thereon located in the county and state above set forth, being more particularly described in Exhibit A attached hereto and incorporated herein by reference, and including the following described manufactured home:

Make Oakwood Model 2035

Serial Number(s) HOGA20K01828AB

(the "Property")

WHEREAS, Grantee made Grantor (or one of the Grantors if there are two (2) or more Grantors) a loan or financial accommodation in the original principal amount of $68,025.28 under agreement dated 10/02/00 ("Loan"), said Loan being secured by the Property pursuant to mortgage, deed of trust or trust deed recorded in the office of the Records Office of Davidson county on 10/02/00 ☐ in Book _____ Page _____ or ☒ as instrument number 20001003-0097726 (the "Security Instrument");

WHEREAS, the Grantor is in default of the Loan, the full amount of the Loan is due and payable, and the Grantor is unable to pay Grantee the full amount due under the Loan;

WHEREAS, the fair market value of the Property does not equal or exceed the full amount of the Loan due and payable to the Grantee and, accordingly, the Grantor has no equity in the Property;

WHEREAS, the Grantee is agreeable to acceptance of the Property pursuant to this Deed In Lieu of Foreclosure to avoid the necessity of foreclosure and the time required to effect foreclosure and the termination of any equity of redemption provided by law;

WHEREAS, in connection with Grantee's acceptance of this Deed In Lieu of Foreclosure the Grantee has agreed to deliver to Grantor a covenant not to sue Grantor, or any other party obligated under the Loan, for any obligation which Grantor or other such party may have under the Loan; and

understandings are not and shall not be deemed conditions precedent to this Deed In Lieu of Foreclosure upon recordation of this Deed In Lieu of Foreclosure in the public real property records of the county or parish and state wherein the Property is located;

NOW, THEREFORE, for and in consideration of the foregoing, the Grantor does hereby freely and voluntarily grant, bargain, sell, convey and transfer unto the Grantee fee simple title to the Property described in Exhibit A attached hereto and incorporated herein by reference. See attached

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successor and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or claiming the same, or any part thereof, by, through, or under the Grantor but not otherwise.

IT IS THE PURPOSE AND INTENT OF BOTH GRANTOR AND GRANTEE THAT THE FEE SIMPLE INTEREST CONVEYED BY GRANTOR HEREIN TO GRANTEE SHALL NOT MERGE WITH THE INTEREST OF THE GRANTEE UNDER THE LOAN AND SECURITY INSTRUMENT, AND THE SECURITY INSTRUMENT SHALL CONTINUE AS A LIEN ON THE PROPERTY UNTIL THE PROPERTY IS RECONVEYED BY GRANTEE. GRANTOR FURTHERMORE WAIVES ANY RIGHT GRANTOR MAY HAVE UNDER LAW TO REDEEM THE PROPERTY.

IN WITNESS WHEREOF, the Grantor has hereunto set his or her hand and seal the day and year first above set forth.

Ricky Lamb

Ricky Lamb

(Typed/Printed Name)

(Typed/Printed Name)

State of Tennessee

Sumner County

Before me, the undersigned Notary Public with and for the State and County aforesaid, personally appeared Ricky Lamb, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office at _____,

Tennessee on this the 8th day of October, 2009.

Debra A. Kunkel

(Signature of Notary Public)

Notary Public (Seal, If Any)

My Commission Expires: 11-26-11

DEBRA A. KUNKEL
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

EXHIBIT A

Being the easterly 75 feet of Lot No. 32 on the Plan of Trinity Heights, as of record in Book 332, page 4, Register's Office for said County.

Said easterly 75 feet of Lot No. 32 fronts 75 feet on the southerly side of Edwin Avenue and extends back between parallel lines 166 feet to an alley.

BEING the same property conveyed to Robert L. Lamb and wife, Judith W. Lamb, by Installment Deed from Nannie J. Wright, dated June 9, 1973, recorded June 28, 1973, of record in Book 4723, page 279, Register's Office for Davidson County, Tennessee.

map / parcel - 07107022700