| Address New Owner: | Map-Parcel Numbers | Send Tax Bills To: |
|---|---|---|
| Bank of Tennessee<br>2525 West End Ave.<br>Suite 1275<br>Nashville, TN 37203 | 100-6.02 | Same |
| This instrument prepared by: Bradley Arant Boult Cummings, LLP (CSS)<br>P.O. Box 340025, Nashville, Tennessee 37203 | | |

WARRANTY DEED IN LIEU OF FORECLOSURE

WHEREAS, **BANK OF TENNESSEE** ("Lender" and/or "Grantee") is the lawful owner and holder of the indebtedness (the "Secured Indebtedness") secured by that Deed of Trust (the "Deed of Trust") conveying certain property (the "Property") from **BROCK SMITH and WAYNE SMITH** ("Grantors") to **BANK OF TENNESSEE** of record in Instrument No. 20070125-001456, Register's Office for Davidson County, Tennessee; and

WHEREAS, a default has occurred under the Deed of Trust, and Lender presently has the right to cause the Trustee thereunder to sell the Property pursuant to the power of sale provided in the Deed of Trust; and

WHEREAS, in order to avoid the expense of a foreclosure sale, Grantors wish to convey the Property to Lender in exchange for the restructure of the Secured Indebtedness in an amount agreed upon by Grantors and Lender; and

NOW, THEREFORE, in consideration of Lender's agreement to restructure the Secured Indebtedness, and with the express understanding that the Secured Indebtedness shall

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $950,000.

Benjamin Mercer
Affiant

Subscribed and sworn to before me, this the 28TH day of MAY, 2010.

Michelle M. Futch
NOTARY PUBLIC

My Commission Expires: 9-8-2013

MICHELLE M. FUTCH
STATE OF TENNESSEE
DAVIDSON COUNTY, TENN.

2347003
107083-019 05/27/10

My Commission Expires SEPT. 8, 2013

BILL GARRETT, Davidson County
Trans:T20100037166 DEEDWARR
Recvd: 06/18/10 11:21 6 pgs
Fees:33.00 Taxes:3515.00

20100618-0047575

remain the binding obligation of Grantor to Lender, as restructured, the Grantor hereby conveys the Property (as described in Exhibit A hereto) to Lender.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Lender, its successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real Estate taxes for the years 2008 through 2010.

2. Matters shown on the Plan of record in Plat Book 2133, page 5, Register of Deeds Office for Davidson County, Tennessee.

3. Restrictive Covenants of record in Book 1728, page 123 and Book 1850, page 271, said Register's Office.

4. The Deed of Trust.

Grantors covenant with Lender that Grantors are lawfully seized and possessed of the Property in fee simple; that Grantors have a good right to convey the Property; and that the Property is unencumbered except as set forth herein.

The undersigned, Sarah Smith, joins in this conveyance for the purpose of quitclaiming to the Grantee any interest she has in the Property (whether or not arising by reason of her marriage to one of the Grantors). Therefore for valuable consideration, the receipt and sufficiency of which are acknowledged, Sarah Smith hereby quitclaims all of her right, title and interest in the Property to the Grantee.

**It is the express intention of the Grantor and Lender that the Deed of Trust referred to above shall not merge with the title acquired by the Lender pursuant to this Deed. No such merger will occur unless and until such time as the Lender executes and duly records a written instrument specifically effecting such a merger. Accordingly, unless and until such an agreement is executed and recorded, the Deed of Trust shall remain a valid and continuing lien, security title, and security interest, in, and to the Property described herein.**

Subject to the matters listed above, Grantors further covenant to warrant and forever defend the title to the Property to Lender, its successors and assigns against the lawful claims of all persons arising by, through or under Grantors.

Executed this 28th day of May, 2010.

SARAH SMITH

**BROCK SMITH**

STATE OF Tennessee )
COUNTY OF Davidson )

Personally appeared before me, John M. Baird, the undersigned, a Notary Public in and for said County and State, the within named Brock Smith and wife, Sarah Smith, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that ~~he/she~~ they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, on this the 27th day of May, 2010.

Notary Public
My Commission Expires: 1/6/14

JOHN M. BAIRD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires 1/6/14

Wayne A. Smith

**WAYNE SMITH**

STATE OF Michigan
COUNTY OF Oakland

Personally appeared before me, DL- Wayne Smith, the undersigned, a Notary Public in and for said County and State, the within named Wayne Smith, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in _____, Tennessee, on this the 26 day of May, 2010.

_____
Notary Public
My Commission Expires: 4/28/2013

CORRECTED NOTARY PARAGRAPH ON FOLLOWING PAGE

AMY CONVERSE NOTARY PUBLIC GENESEE COUNTY MI

STATE OF MICHIGAN )
COUNTY OF OAKLAND )

Personally appeared before me, Amy Converse, the undersigned, a Notary Public in and for said County and State, the within named Wayne Smith, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Auburn Hills, Michigan, on the 26th day of May, 2010.




Notary Public
My Commission Expires: 4/20/2013

# EXHIBIT A

Land in Davidson County, Tennessee, being all of Lot Number 3 except a small triangle of out of the southeast corner thereof on the plan of Hycrest Acres as of record in Book 2133, page 5, Register's Office for Davidson County, Tennessee, and described as follows:

Beginning at a point in the westerly margin of Wayland Drive, 12 feet North of the common corner of Lots Number 3 and 4; thence North 87 deg. 33 min. West 217.5 feet to a concrete monument in the line between Lots Number 3 and 4; thence with the line between said Lots South 88 deg. 55 min. west 421 feet to a point; thence northerly 60 feet to the common westerly corner of Lots Number 2 and 3; thence with the line between said lots North 87 deg. 03 min. East 404.9 feet and North 63 deg. 02 min. East 215.3 feet to the westerly margin of Wayland Drive; thence with the margin of Wayland Drive southeasterly 26 feet to a concrete monument and continuing with the same, southerly along a slight curve 85.17 feet to another concrete monument, and continuing with the same southerly 71 feet to another concrete monument, and continuing with the same southerly 23.1 feet to the beginning.

Being the same property conveyed to Brock Smith and Wayne Smith, by deed of record as Instrument No. 20060807-0096405, said Register's Office.

The Property is located on 4423 Wayland Drive, Nashville, Davidson County, Tennessee.