BILL GARRETT, Davidson County
Trans:T20100054619 DEEDWARR
Recvd: 09/01/10 09:52 8 pgs
Fees:43.00 Taxes:285.89
20100901-0069396

Prepared by and when Recorded, Return to:
Patrick Taggart, Esq
McCurdy & Candler, L.L.C.
3525 Piedmont Road NE
Building 6, Suite 700
Atlanta, Georgia 30305
(File#: 10-10885)

Cross Reference: Instrument No. 20060804-0095699
Davidson County, TN Records

WARRANTY DEED
IN LIEU OF FORECLOSURE

STATE OF Tennessee
COUNTY OF Davidson

THIS INDENTURE made this 18, day of August, in the Year of our Lord Two Thousand Ten, between

Valerie M. Hicks

as Grantor and

Nationstar Mortgage LLC

, the Grantee.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural, and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE, the following described property:

A certain Condominium Unit located in Davidson County, State of Tennessee, described as follows:

A certain Condominium Unit in Davidson County, Tennessee, described as follows: Unit D-8, in a Horizontal Property Regime as shown on the condominium site plan of Canterbury Hall Condominium Apartments, as of record in Plat Book 5200, Page 159, Registers Office for Davidson County, Tennessee.

The premises herein is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as set out in Section 66-27-101 et seq. of the Tennessee Code Annotated and is subject to the provisions and requirements thereof; to the By-Laws of the administration thereof; to easements, rights and interest in favor of the other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing Horizontal Property Regime of Canterbury Hall Condominium Apartments, as of record in Plat Book 5200, Page 159, and Master Deed of record in Book 5440, Page 255 & 298 as amended in Book 5441, Page 819, and Book 5865, Page 101; and Charter of record in Book 5446, Page 152, said Registers Office.

Being the same property conveyed to Valerie M. Hicks, an unmarried woman from Joshua P. Brummett, an unmarried man by Warranty Deed dated July 31, 2006 and recorded 08/04/2006 of record in Instrument No. 200608040095698, in the said Registers Office.

This conveyance is made in lieu of the foreclosure of that certain Deed of Trust dated July 31, 2006, from GRANTOR to Mortgage Electronic Registration Systems, Inc. as nominee for Elite Home Loans, Inc., recorded in Instrument No. 20060804-0095699, Davidson County, Tennessee Register's Office (the "Deed of Trust").

Improvements thereon bear the municipal address: 500 Paragon Mills Road #D8, Nashville, Tennessee 37211.

Map Parcel No. 133110A02600CO

Derivation Clause: Being the same property conveyed to Valerie M. Hicks, an unmarried woman from Joshua P. Brummett, an unmarried man by Warranty Deed dated July 31, 2006 and recorded 08/04/2006 of record in Instrument No. 200608040095698, in the Davidson County Register's Office.

It is the intent and desire of the parties hereto that all of the loan documents pertaining to the indebtedness secured by the Deed of Trust shall remain in full force and effect after the execution and delivery of this Warranty Deed in Lieu of Foreclosure, and that there shall be no merger of the fee interest obtained by GRANTEE hereby with or unto GRANTEE'S prior security interest on the Property under the Deed of Trust. This Warranty Deed in Lieu of Foreclosure is executed and delivered by GRANTOR and is received by GRANTEE as an absolute conveyance of GRANTOR'S equity of redemption and is not intended to be further security for the aforementioned indebtedness or any other indebtedness of to GRANTEE. GRANTOR hereby declares that this conveyance is freely and fairly made.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said described property, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of said GRANTEE forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the said described property unto the said GRANTEE against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Valerie Hicks

STATE OF Tennessee

COUNTY OF Davidson

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared **Valerie Hicks** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged herself to be the within named bargainor, and as such being duly authorized to do so, executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal this 18th day of August, 2010

Notary Public

My commission expires: [illegible]

VIOLA V. FINGERLOW
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

MC&C No.: 10-10885
Lender Loan No.: 0596528367
Property Address: 500 Paragon Mills Road #D8, Nashville, Tennessee 37211
Tax Parcel ID No.: 133110A02600CO

Mail Tax Notices To and Property Owner:

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067

I, or we, swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $77,266.62 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Nationstar Mortgage, LLC

Nationstar Mortgage, LLC

Subscribed and sworn to before me this 25 day of August, 2010.

JOHN JENKINS
Notary Public, State of Texas
My Commission Expires
August 08, 2012

Notary Public

My Commission Expires: 8-8-2012

(File#: 10-10885)

AFFIDAVIT FOR RELINQUISHMENT OF POSSESSORY RIGHTS AND AGREEMENT TO VACATE REAL PROPERTY

This affidavit is in reference to the property located at 500 Paragon Mills Road #D8, Nashville, Tennessee 37211.

Before the undersigned Notary Public comes Valerie M. Hicks who after being duly sworn, deposes and states the following:

That she has agreed to convey the aforementioned property by virtue of a Warranty Deed in Lieu of Foreclosure; and

That on July 31, 2006 a real estate transaction took place whereby Valerie M. Hicks executed a Note and Deed of Trust Mortgage Electronic Registration Systems, Inc. as nominee for Elite Home Loans, Inc. for certain real property and improvements located at500 Paragon Mills Road #D8, Nashville, Tennessee 37211; a legal description of said property being attached hereto as Exhibit A and made a part hereof; and

That, in accepting the Warranty Deed in Lieu of Foreclosure, Nationstar Mortgage LLC, (the "Lender") has agreed not to proceed with a foreclosure on the property or take any other action against the mortgagor in connection with the loan on the above-referenced transaction which was secured by a Deed of Trust from Valerie M. Hicks to Mortgage Electronic Registration Systems, Inc. as nominee for Elite Home Loans, Inc., recorded in Instrument No. 20060804-0095699, Davidson County, Tennessee Register's Office, securing an original principal sum of $75,000.00 and

That the undersigned hereby relinquishes all possessory rights for the property located at. If the undersigned is currently occupying the property or in the event of investment property and a tenant is currently occupying the property, than the undersigned agrees to vacate or make arrangements to have the tenant vacate the property no later than two weeks from the execution of the Warranty Deed in Lieu of Foreclosure.

Valerie M. Hicks

STATE OF Tennessee

COUNTY OF Davidson

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Valerie M. Hicks with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged herself to be the within named bargainor, and as such being duly authorized to do so, executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal this 8th day of August, 2010

Notary Public

My commission expires:

STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

(File#: 10-10885)

Exhibit A

A certain Condominium Unit located in Davidson County, State of Tennessee, described as follows:

A certain Condominium Unit in Davidson County, Tennessee, described as follows: Unit D-8, in a Horizontal Property Regime as shown on the condominium site plan of Canterbury Hall Condominium Apartments, as of record in Plat Book 5200, Page 159, Registers Office for Davidson County, Tennessee.

The premises herein is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as set out in Section 66-27-101 et seq. of the Tennessee Code Annotated and is subject to the provisions and requirements thereof; to the By-Laws of the administration thereof; to easements, rights and interest in favor of the other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing Horizontal Property Regime of Canterbury Hall Condominium Apartments, as of record in Plat Book 5200, Page 159, and Master Deed of record in Book 5440, Page 255 & 298 as amended in Book 5441, Page 819, and Book 5865, Page 101; and Charter of record in Book 5446, Page 152, said Registers Office.

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(File#: 10-10885)

AFFIDAVIT

Personally appeared before me, the undersigned attesting officer duly authorized to administer oaths, the undersigned (hereinafter "Deponent"), who, first being duly sworn, deposes and says on oath as follows:

That Deponent is the owner of certain real property briefly described below and as more fully described in a certain deed executed by Deponent this date to the Grantee named below; (applies to individual owners only)

That deponent is the owner of good and marketable fee simple title, with the lawful right to convey, and is in open, notorious, continuous and peaceful possession of certain real property briefly described below and as more fully described in a certain deed executed by Deponent to the Grantee named below;

That there are no persons, corporations, or other entities in possession of said real estate who have a right or claim to possession arising beyond the date hereof, except as shown herein below;

That the lines and corners of said real estate are clearly marked and there are no disputes concerning the location of said lines and corners;

That all improvements erected on said real estate or intended to be conveyed to the Grantee below are situated wholly within the boundaries of said real estate and there are no violations or any sideline or setback lines or any other restrictions or covenants of record not yet expired affecting said real estate;

That all improvements erected on the real estate are fully completed and there are no unpaid bills of any nature for any improvements, surveys, engineering or architectural services, pest control inspections or treatments, or for any other work, labor, materials or services placed upon, applied to, delivered to or rendered to, for, or in connection with the real estate at the direction of the Owner or any duly authorized agent of Owner with the three-month period immediately preceding the date hereof or the period during which the Owner has owned the real estate if owned less than three months preceding the date hereof;

That Deponent knows of no persons, corporations or other entities claiming any interest whatsoever in said real estate by reason of any unrecorded deed, contract or other document of title and that preceding the execution hereof, no interest in the real estate has been granted to any other persons, corporations or other entities whatsoever, which persons, corporations or other entities have not executed the deed to Grantee below;

That no damage, destruction or other casualty has occurred to the improvements on the real estate, normal wear and tear excepted, within the thirty-day period immediately preceding the date hereof which has not been repaired or restored or which has not been made known to the Grantee named below;

That there are no suits, lis pendens, judgments, appeals, bankruptcies, executions or defaulted surety bonds, against the Owner of the real estate in any Tennessee or Federal Court whatsoever that could in any way affect title to said real estate, the improvements thereon or the fixtures attached thereto;

That said real estate, the improvements, equipment, appliances or fixtures attached thereto are free and clear of all liens, encumbrances, restrictions, assessments, encroachments, leases, tenancies and occupancies except as specifically set out and shown herein below;

That all ad valorem taxes, state and county and municipal taxes applicable to the real estate and any personalty separately assessed have been paid in full for all years prior to the date hereof, except only those taxes specifically set out and shown herein below;

That all assessments against the Owner or applicable to the real estate including assessments for street lighting, water and sewer construction, sanitary assessments and other governmental services have been paid in full, excepting only those assessments specifically set out and shown herein below;

That Deponent, if an individual, is not a nonresident alien for purposes of U.S. income taxation;

That no hazardous or toxic substance, material, gas, or waste which gives rise to liability under the Resource Conservation and Recovery Act, (Chapter 82 of Title 42 of the United States Code), the Comprehensive Environmental Response, Compensation and Liability Act (Chapter 103 of Title 42 of the United States Code) or any similar Federal or State Statute Rule or Regulation, has been disposed of on or contaminated said real estate or has been buried or accumulated on said real estate.

That Owner, unless the real estate was acquired in the current calendar year, has filed all required tax returns concerning the real estate so that no penalties for failure to file such tax returns will be assessed for the current year;

That the only exceptions to the averments herein are as follows: NONE.

Property Description: 500 Paragon Mills Road, #D8, Nashville, Tennessee 37211.

That this affidavit is made in connection with the execution and delivery this date of a certain Deed in Lieu of Foreclosure in favor of Grantee(s): **Nationstar Mortgage LLC.**

That Deponent makes this affidavit knowing that the same will be relied upon by certain purchasers, lenders, attorneys and title companies interested in title to the said real estate.

Valerie M. Hicks

STATE OF Tennessee

COUNTY OF Davidson

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared
Valerie M. Hicks with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged herself to be the within named bargainor, and as such being duly authorized to do so, executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal this 18th day of August, 2010.

VICKY N. FINGERLOW
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Notary Public

My commission expires:

May 26, 2013

(File#: 10-10885)

Exhibit A

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