SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 24th day of September, 2010, by and between JOSE FERNANDEZ and HORTENCIA FERNANDEZ, husband and wife, parties of the first part, and Beneficial Tennessee, Inc., party of the second part.

WITNESSETH: that for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and, as additional consideration, the full and complete cancellation of the indebtedness secured by the Deed of Trust of record as Instrument No. 20070628-0077268 in the Register's Office of Davidson County ("Trust Deed"), and, as additional consideration, the forbearance by the said party of the second part of its right to foreclose the Trust Deed, the said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NUMBER 80A ON THE PLAN OF RACHEL'S SQUARE, SECTION TWO, ZONE LOT DIVISION OF LOTS 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92. 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, AND 107 AS SHOWN ON THE PLAN OF RECORD IN BOOK 6250, PAGE 542, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED FROM JAY C. DANIEL AND WIFE, JONI DANIEL TO JOSE FERNANDEZ AND WIFE, HORTENCIA FERNANDEZ BY DEED RECORDED 01/09/06, IN INSTRUMENT 200601090002807, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE TAX MAP OR PARCEL ID NO.: 75-11-158

WHEREAS, the parties agree that this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein are a mutual, full, and complete settlement, discharge and release of the parties' claims relating to the Trust Deed, including, without limitation, their rights and obligations with respect to the rescission of the Trust Deed pursuant to the Truth-in-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and parties of the first part further acknowledge that they have elected to proceed with this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein in lieu of any other rights or actions that they might pursue with respect to rescission either now or in the future.

This conveyance being given in lieu of foreclosure of the aforesaid Deed of Trust of record as Instrument No. 20070628-0077268, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said parties of the first part do hereby covenant with the said party of the second part that they alone are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered; and, that the title and quiet possession thereto they will specially warrant and forever defend against the lawful claims of all persons.

Prepared By and Return To:
Richard J. Myers, Esq.
APPERSON CRUMP PLC
6070 Poplar Avenue, Sixth Floor
Memphis, TN 38119
(901) 756-6300

BILL GARRETT, Davidson County
Trans:T20100062018 DEEDWARRSP
Recvd: 10/01/10 11:34 3 pgs
Fees:18.00 Taxes:277.50
20101001-0078429

The parties agree that this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein are a mutual, full, and complete settlement, discharge and release of the parties' claims relating to the Trust Deed, including, without limitation, their rights and obligations with respect to the rescission of the Trust Deed pursuant to the Truth-in-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and parties of the first part further acknowledge that they have elected to proceed with this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein in lieu of any other rights or actions that they might pursue with respect to rescission either now or in the future.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their gender and number according to the context hereof.

WITNESS the signatures of the parties of the first part the day and year first above written.

Jose A. Fdez
JOSE FERNANDEZ

Hortencia Fernandez
HORTENCIA FERNANDEZ

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, JOSE FERNANDEZ, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, on 9/24, 2010.

Colleen Singleton
Notary Public

My Commission Expires: 3/3/2014

COLLEEN SINGLETON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, HORTENCIA FERNANDEZ, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, on 9/24, 2010.

Colleen Singleton
Notary Public

My Commission Expires: 3/3/14

COLLEEN SINGLETON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

(FOR RECORDING DATA ONLY)

Property Address: 4271 Andrew Jackson Pkwy.
Hermitage, TN 37076

Mail Tax Bills to:

Beneficial Tennessee, Inc.
961 Weigel
Elmhurst, IL 60126

Tax Map or Parcel Id. No.:
75-11-158

I, Richard J. Myers, hereby swear or affirm that to the best of affiant's information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 75,000 00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 27th day of September, 2010.

Notary Public

My Commission Expires: 12/10/13

Grantors' Address:

Jose Fernandez and
Hortencia Fernandez
1205 Jacksons Hill Road
Hermitage, TN 37076

Grantee Address:

Beneficial Tennessee, Inc.
961 Weigel
Elmhurst, IL 60126

DIANA L. OWEN
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY