This instrument prepared by and return to:
Kevin D. Montgomery
4301 Hillsboro Road, Suite 300
Nashville, TN 37215
(615) 515-4383

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ -0-
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME. THIS
THE 18 DAY OF October 20 10
Deputy Register

QUIT CLAIM DEED IN LIEU OF FORECLOSURE
TITLE OF DOCUMENT

KNOW ALL MEN BY THESE PRESENTS, that **Daniel A. James and Holly E. James** (husband and wife), hereinafter called grantor, for $10.00 and the consideration hereinafter stated, do hereby grant, bargain, sell, quit claim and convey unto **Carole E. Baker, Successor Trustee of the Baker Family Trust Dated October 3, 2002, As Amended**, who's address is 909 Ginger Court, Brentwood, Tennessee 37027, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Davidson, State of Tennessee, described as follows:

Legal description –

Land in Davidson County, Tennessee being Lot No. 2 on the Plan of Hearthstone Subdivision, Phase One, of record in Book 5200, Page 218, and amended in Book6525, Page 422, Register's Office for said county, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Grantors by deed of record in Instrument No. 20070305-0027041, said register's office.

Address – 5813 Hearthstone Lane, Brentwood, Tennessee 37027
Parcel # - 16015000200

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

BILL GARRETT, Davidson County
Trans: T20100065885 DEEDQC
Recvd: 10/18/10 13:41 3 pgs
Fees: 17.00 Taxes: 0.00
20101018-0083288

T.A.I.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on any future obligations subsequent to October 1, 2010 which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee. Any and all unpaid rents, mortgage payments, late fees, accrued interest, reasonable attorney, fees, etc. through September 30, 2010 owed to the above referenced trust shall remain in full force and effect.

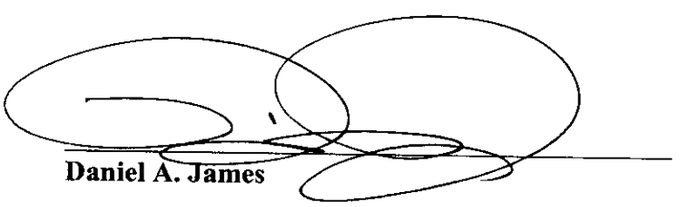
Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

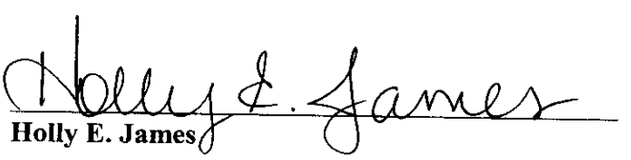
The true and actual consideration for this transfer consists of $10.00 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on February 23, 2007, by grantor in favor of **Carole E. Baker, Successor Trustee of the Baker Family Trust Dated October 3, 2002, As Amended** and recorded at Instrument No. 20070305-0027042 real property records of Davidson County.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 13 day of October, 2010.



Daniel A. James



Holly E. James

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Daniel A. James**, the bargainor, with 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 and seal this 13 day of October, 2010.

DAWN M. SOLIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.

Dawn M. Solis
NOTARY PUBLIC

My Commission Expires JUNE 16, 2013

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Holly E. James**, the bargainor, with 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 and seal this 13 day of October, 2010.

Dawn M. Solis
NOTARY PUBLIC

DAWN M. SOLIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.

My Commission Expires JUNE 16, 2013