SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 10th day of December, 2010, by and between KENT P. HOLLENBECK and DEBRA A. HOLLENBECK, 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. 20070420-0047424, in the Register's Office of Davidson County, Tennessee ("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-WI T:

BEING A CERTAIN CONDOMINIUM APARTMENT IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT NO. 806 AS SPECIFIED ON THE PLAT SHOWN IN THE MASTER DEED, ON THE PLAN OF RIVERFRONT CONDOMINIUMS, A HORIZONTAL PROPERTY REGIME, CREATED UNDER TITLE 66, SECTION 27- 101, ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED FOR RIVERFRONT CONDOMINIUMS, OF RECORD UNDER INSTRUMENT NO. 20051221-0153160, AS AMENDED IN INSTRUMENT NO. 20051228-0155671, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. INCLUDING WITHOUT LIMITATION THE BY-LAWS APPENDED THERETO, SAID REGISTERS OFFICE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID MASTER DEED. REFERENCE IS HEREBY MADE TO THE PLAN OF RIVERFRONT CONDOMINIUMS FOR PLACEMENT OF UNITS. AS SHOWN ON EXHIBIT E TO THE MASTER DEED OF RECORD UNDER INSTRUMENT NO. 20051221-0153160, AS AMENDED IN INSTRUMENT NO. 20051228-0155671 SAID REGISTERS OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SUCH UNIT.

BEING THE SAME PROPERTY CONVEYED FROM RIVERFRONT CONDOMINIUMS PARTNERSHIP TO KENT P. HOLLENBECK AND DEBRA A. HOLLENBECK, HUSBAND AND WIFE, BY DEED RECORDED 3/2/06, AS INSTRUMENT NO. 20060302-0024043, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THIS CONVEYANCE IS SUBJECT TO ALL THE PROVISIONS OF THE TENNESSEE HORIZONTAL PROPERTY ACT AS SET OUT IN THE MASTER DEED AND BY- LAWS OF RIVERFRONT CONDOMINIUMS, OF RECORD IN INSTRUMENT NO. 20051221-0153160. AMENDED IN INSTRUMENT NO. 20051228-0155671. SAID REGISTERS OFFICE: EASEMENTS AND SETBACK LINES AS SET FORTH ON THE ABOVE PLAN OF RECORD; AND TAXES FOR THE CURRENT YEAR WHICH HAVE BEEN PRORATED AND ASSUMED BY THE GRANTEE(S) HEREIN TAX MAP OR PARCEL ID NO.: 82-14A-31-0000

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.

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

BILL GARRETT, Davidson County
Trans:T20100079249 DEEDWARRSP
Recvd: 12/16/10 13:46 3 pgs
Fees:18.00 Taxes:443.63
20101216-0100144

This conveyance being given in lieu of foreclosure of the aforesaid Deed of Trust of record as Instrument No. 20070420-0047424, 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.

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.

KENT P. HOLLENBECK

DEBRA A. HOLLENBECK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, KENT P. HOLLENBECK, 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 12-10, 2010.

Notary Public

My Commission Expires: 1-7-2013

FRANCES E. HESTER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 7, 2013

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, DEBRA A. HOLLENBECK, 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 12-10, 2010.

Notary Public

My Commission Expires: 1-7-2013

FRANCES E. HESTER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 7, 2013

(FOR RECORDING DATA ONLY)

Property Address: 806 1st Ave. N.
Nashville, TN 37201

Mail Tax Bills to:

Beneficial Tennessee, Inc.
961 Weigel
Elmhurst, IL 60126

Tax Map or Parcel Id. No.:
082140A03100CO

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 $ 119,900.00, 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 15th day of December, 2010.

Notary Public

My Commission Expires: 12/16/13

Grantors' Address:

Mr. Kent P. Hollenbeck
Ms. Debra A. Hollenbeck
1254 Massman Dr.
Nashville, TN 37217

Grantee Address:

Beneficial Tennessee, Inc.
961 Weigel
Elmhurst, IL 60126



