Mail to:

This Instrument Prepared by:
Mid-State Title & Escrow, Inc.
128 Holiday Court, Suite 125
Franklin, Tennessee 37067

BILL GARRETT, Davidson County
Trans:T20110001595 DEEDWARR
Recvd: 01/07/11 10:44 5 pgs
Fees:28.00 Taxes:273.06
20110107-0002178

Address of Owners	Address of Properties	Send Tax Bills To	Map-Parcel Nos.
Robert N. Moore Jr.	923 Douglas Avenue	New Owner	072-130-25200
2406 Goose Creek Bypass	419 McIver Street		133-010-08600
Franklin, Tennessee 37064	3218 Meade Avenue		133-1-145

DEED IN LIEU OF FORECLOSURE

This Deed in Lieu of Foreclosure ("Deed") entered into by and between John F. Trudel and wife, Anne L. Trudel ("Grantor") and Robert N. Moore Jr. ("Grantee").

Whereas, John F. Trudel and wife, Anne L. Trudel, by Deed of Trust dated July 31, 2008 of record in Instrument no. 20080807-0081487, Register's Office of Davidson County, Tennessee ("Deed of Trust") conveyed to Yvette L. Meldrum, Trustee, the Property as hereinafter described, along with other property, to secure to Grantee a Promissory Note as described in said Deed of Trust ("Note"); and

Whereas, Grantor has defaulted under the terms of said Note secured by said Deed of Trust and the Grantee, as owner and holder of said Note, has demanded that the real property be advertised and sold in satisfaction of said debt and the cost of foreclosure in accordance the terms and provisions of said Note, Deed of Trust and applicable law; and

Whereas, Grantor has offered to convey said Property as described herein to Grantee in lieu of Grantee holding the foreclosure sale and incurring the attorneys fees, costs and expenses associated with a foreclosure sale.

Now, Therefore, in consideration of the foregoing premises and other good and valuable

consideration, the receipt of and sufficiency of which is hereby acknowledged, Grantor as this day bargained and sold and by there presents does transfer and convey unto the said Grantee, his heirs and assigns, the following certain tracts or parcels (and these three specific tracts only from said Deed of Trust) of land in **Davidson** County, Tennessee described as follows with the appurtenances, estate, title and interest thereto belonging:

Tract One:

Land in Davidson County, Tennessee, being Lot No. 213, as shown on the map entitled Trevecca Subdivision of Renraw, of record in Plat Book 421, page 72 and 73, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to John F. Trudel, a married person, by war[r]anty deed of Elliott Kershaw, of record in Instrument No. 20050118-0006353, said Register's Office.

Tract Two:

Being Lot No. 43 on the Map of Patterson's Subdivision of Maple Hill, as of record in Book 332, page 75, Register's Office for said County. Said Lot No. 43 fronts 50 feet on the southerly side of Molver Street and run back between parallel lines 175 feet to an alley.

Being the same property conveyed to John F. Trudel and Robert N. Moore, Jr. by warranty deed of Daniel R. Green of record in Instrument No. 20060602-0064857, said Register's Office.

Tract Three:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Wm. Coleman's Subdivision of 7.08 acres off the west part of Radnor College Land, as of record in Plat Book 547, page 181, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Robert N. Moore, Jr. and John Trudel as tenants in common by war[r]anty deed of Teresa M. Ivey of record in Instrument No. 20060627-0076675, Register's Office of Davidson County, Tennessee.

To have and to hold the Property, to the said Grantee, his heirs and assigns forever.

Grantor covenants to the said Grantee that they are lawfully seized and possessed of said Property in fee simple, has a good right to convey it and the same is unencumbered except for the Deed of Trust. Grantor does further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said Property to the said Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

In further consideration of the Grantor's conveyance herein and the forbearance by Grantee of his right to foreclosure under the Deed of Trust and other good and valuable consideration, the parties do specifically and mutually agree and bind themselves as follows:

1. Grantor jointly and severally acknowledge that their conveyance of said real property in lieu of foreclosure does not in any manner, release, waive, defer, or extinguish any rights that Grantee may have now or in the future to collect, demand, sue, or receive payment or to exercise any other remedy available to Grantee under the Note of Grantors or the laws of the State of Tennessee.
2. Grantor and Grantee agree that the reasonable and fair value of the Property being conveyed to Grantee is Seventy Three Thousand Eight Hundred and 00/100 Dollars ($73,800.00) ("Property Value").
3. Grantor and Grantee agree that after the credit of the Property Value as of January 1, 2011, the Grantor shall have the remaining liability of Five Thousand and No/100 Dollars ($5,000.00) under the Note, plus interest as modified.
4. Grantor acknowledges and agrees that the Property Value is reasonably equivalent value in exchange for transfer of Grantors' right, title and interest in the Property as provided in this Deed.
5. Grantor acknowledges that they have no equity in the Property.
6. Grantor declares this conveyance is duly and fairly made, without force or duress and in exchange for the receipt of substantial and adequate consideration equal to the fair value of Grantor's interest in the Property and that this is an absolute conveyance as to the Property herein described.
7. Grantor agrees and understands that all proceeds received from the subsequent sale of said Property by Grantee is property of the Grantee and Grantor is not entitled to any further credit or reduction of this Note.
8. This Deed shall not effect the Deed of Trust and the Deed of Trust shall remain in full force and effect after the date of this Deed and the interest of Grantee, his heirs and assigns in the Property upon effectuation of the conveyance as provided in this Deed shall not merge with the interest of Grantee or any heir or assign of Grantee nor shall this Deed extinguish the

lien of the Deed of Trust, but rather the Deed of Trust shall be and remain at all times separate and distinct, notwithstanding any unity or commonality of interest in Grantee and the hold of the Deed of Trust and the Deed of Trust shall be and remain at all times and continuous lien on the Property subject only to such written and recorded releases and reconveyance of the Deed of Trust as the hold of the Deed of Trust may execute at the date of this Deed, his sole and absolute discretion. The execution, delivery and acceptance of this Deed shall not be construed to create or effect a merger of the lien of the Deed of Trust with the interest conveyed under this Deed. The holder of the Deed of Trust, his heirs and assigns, shall have the right to foreclose the lien of the Deed of Trust against all persons claiming an interest in or lien on any or all the Property conveyed under this Deed.

WITNESS my hand this 3rd day of January, 2014.

Grantor:

John F. Trudel

John F. Trudel

Anne L. Trudel

Anne L. Trudel

STATE OF TN)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public, John F. Trudel and wife, Anne L. Trudel, with whom I am personally acquainted, and who acknowledged that they executed the within named instrument for the purposes therein contained as their free act and deed.

WITENSS my hand and official seal this 3rd day of January, 2014.

ANDREW H. MALONEY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public

My Commission Expires: 8/19/14

Grantee:

Robert N. Moore Jr.

STATE OF TN)
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public, Robert N. Moore Jr. with whom I am personally acquainted, and who acknowledged that he executed the within named instrument for the purposes therein contained as his free act and deed.

WITENSS my hand and official seal this 30 day of Jan, 2011.

Notary Public

My Commission Expires: 7-2-12

STATE OF TN)
COUNTY OF Williamson

The actual consideration of value, whichever is greater for this transfer is $73,800.00.

Affiant

Subscribed and Sworn to before me this 30 day of Jan, 2011.

KENDRA SAVAGE NOTARY PUBLIC WILLIAMSON COUNTY, TN

Notary Public

My Commission Expires: 6-19-12