SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 21ST day of February, 2011, by and between GEORGE M. BILBREY and KATHLEEN M. BILBREY, 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. 20070323-0035267, in the Register's Office of Davidson County, TN ("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: BEING LOT NO. 236 ON THE MAP OF PRIMROSE ACRES, SECTION III, OF RECORD IN BOOK 2900, PAGE 71, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 236 FRONTS 90 FEET ON THE SOUTHERLY SIDE OF SUN VALLEY DRIVE AND RUNS BACK 289.9 FEET ON THE WESTERLY LINE AND 310.7 FEET ON THE EASTERLY LINE TO A DEAD LINE IN THE REAR, WHICH IS A BROKEN LINE, MEASURING 93 FEET THEREON, BEING THE SAME PROPERTY CONVEYED FROM MICHAEL H. ALEXANDER AND BARBARA J. ALEXANDER, HUSBAND AND WIFE, TO GEORGE M. BILBREY AND KATHLEEN M. BILBREY, HUSBAND AND WIFE, BY DEED RECORDED 04/23/1987, IN BOOK 7212, AT PAGE 250, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. TAX MAP OR PARCEL ID NO.: 33-15-28-00

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. 20070323-0035267, 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

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

PICK-UP

BILL GARRETT, Davidson County
Trans:T20110011397 DEEDWARRSP
Recvd: 02/24/11 11:58 3 pgs
Fees:18.00 Taxes:369.63
20110224-0015244

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.

George M. Bilbrey
GEORGE M. BILBREY

Kathleen M. Bilbrey
KATHLEEN M. BILBREY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, GEORGE M. BILBREY, 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 Feb 17, 2011.

Paul S. Corley
Notary Public

PAUL S. CORLEY STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

My Commission Expires: My Commission Expires September 22, 2014

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, KATHLEEN M. BILBREY , 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 Feb 17, 2011.

Paul S. Corley
Notary Public

PAUL S. CORLEY STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

My Commission Expires: My Commission Expires September 22, 2014

(FOR RECORDING DATA ONLY)

Property Address: 912 Sun Valley Dr.
Madison, TN 37115

Mail Tax Bills to:

Beneficial Tennessee, Inc.
961 Weigel
Elmhurst, IL 60126

Tax Map or Parcel Id. No.:
33-15.28-00

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 $99,900.00 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 21st day of February, 2011.

Notary Public

My Commission Expires: 11-8-14

Grantors' Address:

Mr. George M. Bilbrey and
Ms. Kathleen M. Bilbrey
855 Windsor Green Blvd., Apt N855
Goodlettsville, TN 37072

Grantee Address:

Beneficial Tennessee, Inc.
961 Weigel
Elmhurst, IL 60126

TANGELA PEARSON
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY
My Comm. Exp. 11-8-2014