This Instrument Prepared By:
CHAFFIN, BURNSED & BLACKBURN, PLLC
The Fridrich Building, 1st Floor
2909 Poston Avenue
Nashville, Tennessee 37203

Davidson County DEEDWARR
Recvd: 03/03/11 16:21 5 pgs
Fees:28.00 Taxes:555.00
20110303-0017330

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL:
RENASANT BANK P.O. Box 709 Tupelo, MS 38802	Same	104-14-C-153.00

WARRANTY DEED
IN LIEU OF FORECLOSURE

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, we, U. GRANT BROWNING and spouse, ELIZABETH M. BROWNING, hereinafter, collectively referred to as the "Grantors," have bargained and sold, and by these presents do transfer and convey unto RENASANT BANK (hereinafter referred to as the "Grantee"), its heirs and assigns, the following described premises, to-wit:

Land in Davidson County, Tennessee, being Lot No. 272 on the Plan of Resubdivision of Whitworth, Phase 01, Reserve Parcel B, as of record in Plat Book7900, page 643, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to U. Grant Browning and wife, Elizabeth M. Browning by deed dated 9/12/96 from Thomas W. Schlater and Sharon K. Lester, of record in Book 10190, page 149, Register's Office for Davidson County, Tennessee.

The street address of the Property is 103 Wyn Oak Circle, Nashville, Tennessee.

Grantors state, represent, warrant and covenant, that they do hereby transfer, assign and convey unto Grantee, and its successors and assigns, all of the right, title and interest in and to the real property described above together with the appurtenances, estate, title and interest thereto belonging to Grantors. Grantors do covenant with the Grantee that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, except as stated herein as follows: (i) Real Property Taxes for 2009, 2010 and 2011, (ii) All matters shown on the Plan of record in Book 7900, page 643, Register's Office for Davidson County, Tennessee, (iii) Covenants Conditions and Restrictions of Whitworth, of record in Book 8026, page 305, Book 8047, page 243 and Book 8282, page 45, all of record in the Register's Office for Davidson County, Tennessee. Grantors further covenant and bind themselves, their heirs and/or assigns to warrant and forever defend the title to the above-described property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever. Grantors also warrant and represent that any and all necessary court approval for this transfer has been obtained and that no further approval is required.

This deed is an absolute conveyance, the Grantors having sold said land to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being the full satisfaction of all obligations secured by the Deed of Trust executed by Grantors to Grantee as Lender and R. Rick Hart, as Trustee recorded in Instrument No. 20071019-0124230, as modified in Instrument Nos. 20090211-0012046, 20090511-0042867 and 20100518-0038321, all in the Register's Office for Davidson County, Tennessee. Together with that certain Financing Statement of record in Instrument No. 20071121-0136520 and amended in Instrument No. 20090211-0012047, all in the Register's Office for Davidson County, Tennessee, and also being part of that certain Cross-Collateralization and Cross-Default Agreement of record in Instrument No. 20090310-0021464, Register's Office for Davidson County, Tennessee.

Grantors declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between the Grantors and Grantee with respect to the above described land.

TO HAVE AND TO HOLD said tract of land, together with all appurtances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have caused their names to be affixed hereto on this the 8TH day of February, 2011.

U. Grant Browning

Elizabeth M. Browning

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared U. Grant Browning and Elizabeth M. Browning, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 8TH day of February, 2011.

JUDY R. MONTAGUE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires July 8, 2013

Judy R. Montague
Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $150,000.00.

Affiant

Sworn to and subscribed before me on this 8TH day of February, 2011.

Judy R. Montague
Notary

My commission expires:

JUDY R. MONTAGUE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires July 8, 2013

ESTOPPEL AFFIDAVIT

Affidavit of INDIVIDUAL Giving Deed in Lieu of Foreclosure:

STATE OF TENNESSEE)
) ss
COUNTY OF DAVODSON)

U. Grant Browning and Elizabeth M. Browning, husband and wife, being first duly sworn, each for himself and herself, deposes and says: That they are the identical parties who made, executed, and delivered that certain deed to Renasant Bank, dated the 4th day of February, 2011, conveying the following described property, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 272 on the Plan of Resubdivision of Whitworth, Phase 01, Reserve Parcel B, as of record in Plat Book7900, page 643, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to U. Grant Browning and wife, Elizabeth M. Browning by deed dated 9/12/96 from Thomas W. Schlater and Sharon K. Lester, of record in Book 10190, page 149, Register's Office for Davidson County, Tennessee.
>
> The street address of the Property is 103 Wyn Oak Circle, Nashville, Tennessee.
>
> That affiants now are, and at all times, herein mentioned, were husband and wife;

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust, conveyance, or security of any kind; that is was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to the grantee therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the grantee;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporation, other than the grantee therein named interested, either directly or indirectly in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of $10 by grantee, and the full cancellation of all debts, obligations, costs, and charges secured by that certain

deed of trust/mortgage heretofore existing on said property executed by U. Grant Browning and wife, Elizabeth M. Browning, mortgagor, to Renasant Bank, as mortgagee, and found of record in in Instrument No. 20071019-0124230, as modified in Instrument Nos. 20090211-0012046, 20090511-0042867 and 20100518-0038321, all in the Register's Office for Davidson County, Tennessee. Together with that certain Financing Statement of record in Instrument No. 20071121-0136520 and amended in Instrument No. 20090211-0012047, all in the Register's Office for Davidson County, Tennessee, and also being part of that certain Cross-Collateralization and Cross-Default Agreement of record in Instrument No. 20090310-0021464, Register's Office for Davidson County, Tennessee, and the release of record of said deed of trust/mortgage; and that at the time of making said deed affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded;

This affidavit is made for the protection and benefit of the grantee in said deed, his /her successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

U. Grant Browning

Elizabeth M. Browning

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared U. Grant Browning, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 8TH day of February, 2011.

Notary Public

My Commission Expires: _____

JUDY R. MONTAGUE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 8, 2013

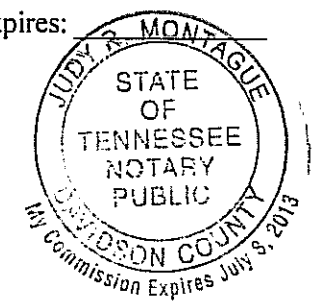
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Elizabeth M. Browning, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 8TH day of February, 2011.

Judy R. Montague
Notary Public

My Commission Expires:



CERTIFICATE OF AUTHENTICITY

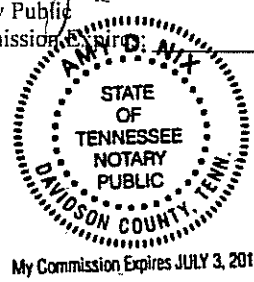
I, Casey Keller, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Casey Keller

State of Tennessee
County of Davidson

Personally appeared before me, Amy D. Nix, a notary public for this county and state, Casey Keller, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Amy D. Nix
Notary Public
Commission Expires:



My Commission Expires JULY 3, 2012