Prepared By:
Patrick Taggart
3525 Piedmont Road NE
Building 6 Suite 700
Atlanta, GA 30305

When Recorded, Return to:
Ms. Jessica Price
McCurdy & Candler, L.L.C.
3525 Piedmont Road NE, Six Piedmont Center, Suite 700
Atlanta, GA 30305
File # 10-18113

BILL GARRETT, Davidson County
Trans:T20110025329 DEEDWARR
Recvd: 04/29/11 11:30 3 pgs
Fees:18.00 Taxes:1322.36
20110429-0032887

Cross Reference: Instrument Number:
20030707-0093185 Davidson County, TN
Records

WARRANTY DEED
IN LIEU OF FORECLOSURE

STATE OF Florida
COUNTY OF Flagler

THIS INDENTURE made this 15th day of March, in the Year of our Lord Two Thousand Eleven, between

David B. Ezzell and Pamela W. Squires Ezzell

as Grantor and

The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee

, the Grantee.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural, and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE, the following described property:

Land lying within the 9th Civil District of Davidson County, State of Tennessee, being Lot 2 on the Plan of Trebing Subdivision, First Revision, of record in Plat Book 8250, Page 919, Registers Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

This conveyance is made in lieu of the foreclosure of that certain Deed of Trust dated June 20, 2003, from GRANTOR to Equifirst Corporation, recorded as Instrument Number 20030707-0093185, Davidson County, Tennessee Register's Office; and lastly assigned to GRANTEE by assignment to be recorded simultaneously herewith in the Davidson County, Tennessee Records (the "Deed of Trust").

Improvements thereon bear the municipal address: 5952 Temple Road, Nashville, TN 37221.

Map Parcel No. 156/99.00

Derivation Clause: The instrument constituting the source of the GRANTOR'S interest in the foregoing described property was a Quit Claim Deed dated June 20, 2003, and recorded as Instrument Number 20030707-0093184, in the Register of Deeds, Davidson County, Tennessee.

It is the intent and desire of the parties hereto that all of the loan documents pertaining to the indebtedness secured by the Deed of Trust shall remain in full force and effect after the execution and delivery of this Warranty Deed in Lieu of Foreclosure, and that there shall be no merger of the fee interest obtained by GRANTEE hereby with or unto GRANTEE'S prior security interest on the Property under the Deed of Trust. This Warranty Deed in Lieu of Foreclosure is executed and delivered by GRANTOR and is received by GRANTEE as an absolute conveyance of GRANTOR'S equity of redemption and is not intended to be further security for the aforementioned indebtedness or any other indebtedness of to GRANTEE. GRANTOR hereby declares that this conveyance is freely and fairly made.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said described property, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of said GRANTEE forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the said described property unto the said GRANTEE against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Cindy Tetreault
Unofficial Witness

David B Ezzell (Seal)
David B. Ezzell

Windy Chace Eyler
Notary Public
My Commission Expires: 7/2/14

Pamela W. Squires Ezzell (Seal)
Pamela W. Squires Ezzell

On this 15th day of March, 2011, before me personally appeared David B and Pamela W. Squires Ezzell
To me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

WINDY CHACE-EYLER
Commission # EE 005454
Expires July 2, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

MC&C No.: 10-18113
Property Address: 5952 Temple Road, Nashville, TN 37221
Tax Parcel ID No.: 156/99.00

Mail Tax Notices To and Property Owner:

The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee
1100 Virginia Drive
Fort Washington, PA 19034

I, or we, swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $357,395.04, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

David B Ezzell
Affiant – David B. Ezzell

Pamela W. Squires Ezzell
Affiant – Pamela W. Squires Ezzell

Subscribed and sworn to before me this 15th day of March, 2011.

WINDY CHACE-EYLER
Commission # EE 005454
Expires July 2, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Windy Chace Eyler
Notary Public

My Commission Expires: 7/2/14