Davidson County	DEEDWARR
Recvd: 07/18/11 10:40	4 pgs
Fees:22.00 Taxes:0.00	
20110718-0054579	

GF#24438
SEND TAX BILLS TO:
Commerce Title
6200 Tennyson Parkway, Suite 110
Plano, Texas 75024

DEED IN LIEU OF FORECLOSURE

MAP PARCEL NUMBERS
135-16-0-A-017.00-CO

THIS INDENTURE, made and entered into this 18 day of March, 2011, by and between JASON M. KILE, a single man, party of the first part, and FEDERAL NATIONAL MORTGAGE ASSOCIATION party of the second part,
* 6200 Tennyson Pkwy #110 Plano Tx 75024 c/o Commerce Title
WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in Nashville, County of Davidson, State of Tennessee:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 33 ON THE PLAN OF SUBDIVISION FOR TRACTS 8, 9 AND 10 OF NASHBORO VILLAGE OF RECORD IN BOOK 5200, PAGE 186-189, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.
BEING THE SAME PROPERTY CONVEYED TO JASON M. KILE, A SINGLE MAN, AS HIS SOLE AND SEPARATE PROPERTY, BY DEED FROM ALBERT R. CARLSON, SR. AND WIFE SANDRA M. CARLSON OF RECORD IN BOOK 20071129, PAGE 0138662, REGISTER'S OFFICE FOR SAID COUNTY. SUBJECT TO ALL EASEMENTS, RESTRICTIVE COVENANTS AND CONDITIONS, AND OTHER MATTERS OF RECORD, INCLUDING ALL ITEMS SET OUT ON ANY APPLICABLE PLAT OF RECORD.
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, his heirs, successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that he is lawfully seized in fee of the afore described real estate; that he has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage executed by Jason M. Kile to Mortgage Electronic Registration Systems, Inc., solely as nominee for Quicken Loans, Inc. securing a note in the principal amount of $185,000.00 recorded on 11/29/2007, Document No. 20071129-0138663.

In constructing this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Deed is an absolute conveyance of title in consideration for the cancellation of the personal liability of the debtor pursuant to that mortgage recorded at Document No. 20071129-0138663. It is the intention of the parties that there shall not be a merger of the fee with the lien so that the lien is preserved in favor of the mortgagee.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

JASON M. KILE

* *

STATE OF TENNESSEE, COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JASON M. KILE to me known to be the person __ described in and who executed the foregoing instrument, and acknowledged that __ he __ executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 18 day of March, 20 11.

My commission expires November 4, 2011

CHRISTOPHER SHOF STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

I, or we, hereby 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, $ 181,192.99, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

ELIZABETH McCOOL

Affiant

Subscribed and sworn to before me this 14th day of July, 20 11.

PROPERTY ADDRESS:2440 Ravine Drive, Nashville, Tennessee, 37217

After Recording Send To:
Commerce Title
6200 Tennyson Parkway, Suite 110
Plano, Texas 75024

M. WYCOUGH
Notary Public, State of Texas
My Commission Expires
July 10, 2014

Prepared By:
Ashley L. Cook, P.C.
100 Highland Park Village, Suite 200
Dallas, Texas 75205

True Copy Certification

I, ELIZABETH McCOOL, 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.

Signature

State of Texas

County of Collin

Personally appeared before me, M. Wycough a notary public for this county and state. ELIZABETH McCOOL who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 7/10/2014

Notary' Seal (if on paper)

M. WYCOUGH
Notary Public, State of Texas
My Commission Expires
July 10, 2014