FOR RECORDING PURPOSES

File No. 2723CTTN

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSACTION IS $ 0.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS DATE: 12-1-11

NOTARY PUBLIC

COMMISSION EXPIRES: 1-15-2014

MICHELLE K. WITMER
Notary Public, State of Texas
My Commission Expires
January 15, 2014

Davidson County DEEDWARR
Recvd: 12/02/11 09:46 3 pgs
Fees:17.00 Taxes:0.00
20111202-0093908

Deed in Lieu of Foreclosure

THIS INSTRUMENT PREPARED BY:
Commerce Title
6220 Tennyson Parkway, Ste. 110
Plano, Texas 75024

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER:
Bank of America **5401 N. Beach Street** **Fort Worth, Texas, 76137**	**Bank of America** **5401 N. Beach Street** **Fort Worth, Texas, 76137**	**98-6-A/223.00C**

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I/WE,

ALBERT R. FINECEY AND WIFE, SHARON P. FINECEY,

HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO,

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

HEREINAFTER CALLED THE GRANTEE(S), THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN

DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT:

BEING LOT NO. 200 ON THE FINAL PLAT OF PHASE 2, SECTION "C", BRIDGEWATER, OF RECORD IN INSTRUMENT NO. 20070614-0071360, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE

DESCRIPTION. THE DESCRIPTION IS THE SAME AS THE PREVIOUS DEED OF RECORD.

APN: 98-6-A/223.00

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns, forever, and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 from ALBERT R. FINECEY AND SHARON P. FINECEY, HUSBAND AND WIFE, securing payment of an original indebtedness of $261,480.00, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS A NOMINEE FOR COUNTRYWIDE BANK, FSB,

executed March 26, 2008 and recorded March 31, 2008 in Instrument Number 20080331-0032056, public records of Davidson County, Tennessee. Said Mortgage was further assigned to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP by instrument recorded 08/22/2011 in Instrument Number 20110822-0064549 of Official Records.

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 Instrument Number 20080331-0032056. 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.

WITNESS, this 14th day of Oct, 2011.

ALBERT R. FINECEY

SHARON P. FINECEY

NOTARY ACKNOW LEDGEMENT

STATE OF ~~TENNESSEE~~ Maryland
COUNTY OF Queen Anne's

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **ALBERT R. FINECEY** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Bank of America on this the 14 day of October, 2011.

Notary Public

Commission Expires: 04/19/2015

MEGAN ELAINE TRAVERS
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES APR. 19, 2015

STATE OF ~~TENNESSEE~~ MARYLAND
COUNTY OF Queen Anne's

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **SHARON P. FINECEY** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Bank of America on this the 14 day of October, 2011.

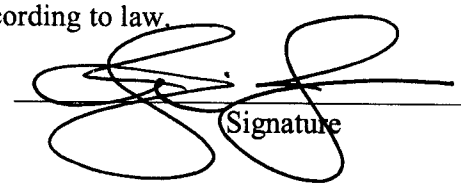
Notary Public

Commission Expires: 04/19/2015

MEGAN ELAINE TRAVERS
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES APR. 19, 2015

True Copy Certification

I, Jessica Jones, 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.

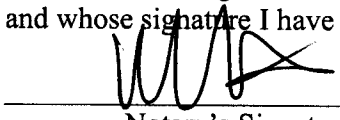


Signature

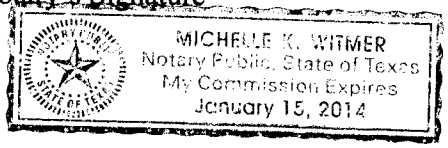
State of Texas

County of Collin

Personally appeared before me, Michelle Witmer a notary public for this county and state, JESSICA JONES 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: 1-15-2014

Notary' Seal (if on paper)