FOR RECORDING PURPOSES

File No. 32860

BILL GARRETT, Davidson County
Trans:T20120006137 DEEDWARR
Recvd: 01/26/12 10:29 2 pgs
Fees:12.00 Taxes:0.00
20120126-0007250

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

_____
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS DATE: _____

_____
NOTARY PUBLIC

COMMISSION EXPIRES: _____

Deed in Lieu of Foreclosure

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

"EXEMPT TRANSACTION, GOVERNMENTAL AGENCY IS HOLDER OF INDEBTEDNESS."

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	14814031300

Grantee: Phillip Carlton, Grantor: Ruby Carlton, Book/Page: 11106/394, Date: 9/8/98, Recorded: 9/10/2007

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,

Kenneth D. Reed, Administrator of the Estate of Phillip J. Carlton

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 79B ON THE PLAN OF HAYWOOD FOREST, SECTION THREE, OF RECORD IN PLAT BOOK 6250, PAGE 240, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF SAID COUNTY.

THIS IS IMPROVED PROPERTY KNOWN AS: 14814031300

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 Philip Carlton, a single man, securing payment of an original indebtedness of $43,000.00, in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Southeastern Financial Inc., executed 04/12/2004 and recorded 04/19/2004 in Instrument No. 20040419-0044257, public records of Davidson County, Tennessee.

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 No. 20040419-0044257. 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 22nd day of August, 2011.

Kenneth D Reed, Administrator of the Estate of Phillip J. Carlton

Kenneth D. Reed, Administrator of the Estate of Phillip J. Carlton

NOTARY ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **Kenneth D. Reed, Administrator of the Estate of Phillip J. Carlton** 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 NASHVILLE TN on this the 22nd day of August, 2011.

Stephen L Meyer
Notary Public
Commission Expires: 3-3-14

STEPHEN L MEYER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

RECORD AND RETURN TO:
COMMERCE TITLE COMPANY
6200 TENNYSON PKWY, #110
PLANO, TX 75024
FILE NO: 32860