BILL GARRETT, Davidson County
Trans:T20120015295 AFFIDAVIT
Recvd: 03/01/12 15:09 8 pgs
Fees:42.00 Taxes:0.00
20120301-0018203

This instrument prepared by:
Lillian R. Gilmer
Reno & Cavanaugh, PLLC
424 Church Street, Suite 1750
Nashville, Tennessee 37219

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

AFFIDAVIT TO CLEAR TITLE

Comes now the Affiant, Lillian R. Gilmer, and being duly sworn, upon oath states as follows:

1. Nashville Area for Humanity, Inc., a Tennessee non-profit corporation (nka Habitat for Humanity of Greater Nashville) ("Habitat") is the owner of that certain property known as 1220 Stainback Avenue, Nashville, TN 37207, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

2. Habitat is under contract to sell the Property to William McCord and Rose Mary McCord (collectively, "Buyer") on February 28, 2012, and Habitat will offer financing for the purchase of said Property as part of its homebuilding program.

3. The Property was conveyed to Habitat by donation from IndyMac Bank, now known as OneWest Bank, by Order Reopening Case for Limited Purpose of Approval of Amended Settlement Agreement to Donate Forfeited Property to Habitat for Humanity (the "Order"), together with an Amendment to Settlement Agreement and Mutual Release, December 4, 2008, signed by all related parties, which is attached hereto as **Exhibit "B"** and incorporated herein by this reference.

4. A title commitment provided by Stewart Title Guaranty Company (the "Title Company") reveals a gap in the chain of title because the Order was not recorded in office of the Davidson County Register of Deeds, and the Title Company has required that an Affidavit to Clear Title be recorded in order to close the gap in the chain of title.

This Affidavit is being recorded to satisfy the requirement of the Title Company.

Executed this 28th day of February, 2012.

Lillian R. Gilmer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lillian R. Gilmer, with whom I am personally acquainted, and who upon oath acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the28th day of February, 2012.

NOTARY PUBLIC

My Commission Expires: 7.7.2014

CRYSTAL ANN SANTI
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 7, 2014

EXHIBIT "A"

Legal Description

Land in Davidson County, Tennessee, being all of Lot No. 113, on the plan of Sharpe & Horns 1st Addition to Northeast Nashville, of record in Plat Book 57, Page 152, said Register's Office, reference to which is hereby made for a more complete description.

Being the same property conveyed to Nashville Area Habitat For Humanity, Inc., a Tennessee nonprofit corporation by Deed dated April 7, 2011 from AEC Investments, Inc., a Tennessee Corporation as filed for record on April 12, 2011 in Instrument 20110412-0028226 as corrected by Scrivener's Affidavit recorded in Instrument No. 20110615-0045920, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
v.	)	**CIVIL NO. 3:08CV0382**
	)	**JUDGE ECHOLS**
REAL PROPERTY known as Stainback Avenue) Nashville, TN	)	
Defendant.	)	

ORDER REOPENING CASE FOR LIMITED PURPOSE OF APPROVAL OF AMENDED SETTLEMENT AGREEMENT TO DONATE FORFEITED PROPERTYTO HABITAT FOR HUMANITY

Upon consideration of the Motion to Reopen Case for Limited Purpose of Approval of Amended Settlement Agreement to Donate Forfeited Property to Habitat for Humanity, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED AND ADJUDGED that the attached amended Settlement Agreement is hereby approved, and that the Defendant Property mentioned in the Amended Settlement Agreement will be remitted to OneWest Bank for immediate donation to Nashville Area Habitat for Humanity in accordance with the terms of the Amended Settlement Agreement

IT IS FURTHER ORDERED AND ADJUDGED that this Court retains jurisdiction for enforcement, if necessary;

UNITED STATES DISTRICT JUDGE

AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Amendment to the December 4, 2008 Settlement Agreement and Mutual Release ("Settlement Agreement") is entered on the last date set forth below by Anthony Corley, Melanie Corley, AEC Investments, IndyMac Bank now OneWest Bank(collectively "Claimants") and the United States of America ("United States") (collectively "the Parties").

RECITALS

A. Whereas the United States initiated forfeiture proceedings pursuant to 21 U.S.C. §§ 881(a)(6) and 841 against, in pertinent part, Real Property known as 1220 Stainback Avenue, Nashville, TN ("Stainback") captioned *United States v. 1971 Oldsmobile Cutlass VIN: 342571R132192, et al.*, United States District Court, Middle District of Tennessee Case Number3:08cv0382 (the "Action"); and

B. Whereas on December 4, 2008, the Parties entered into a Settlement Agreement which provided for the sale of Stainback;

C. Whereas, Stainback was unable to be sold at a satisfactory price;

D. Whereas, in order to avoid further costs associated with the disposal of the property and any further litigation, and in accordance with paragraph ten (10) of the Settlement Agreement the Parties have agreed to the amendment of paragraphs 4 and 6 of the Settlement Agreement.

Now therefore, in consideration of the foregoing Recitals and subject to the terms and conditions contained herein, the Parties agree as follows:

AMENDMENT TO AGREEMENT AND MUTUAL RELEASE

1. The Parties agree that Stainback will not be sold at auction, but will be remitted to IndyMac Bank, now OneWest Bank (hereinafter, "the Bank") for subsequent and immediate donation to Habitat for Humanity. Upon remittance, the Bank will not be responsible for any expenses previously incurred by the United States in connection with this property, and the United States will incur no further expenses in relation to the transfer of Stainback to Habitat for Humanity. Upon donation of Stainback to Habitat for Humanity, Anthony Corley and Melanie Corley no longer remain responsible to the Bank for the remaining proceeds due and owing on the lien on Stainback.

2. All parties will make every effort and provide all necessary documentation to remit the property to OneWest Bank and subsequently to Habitat for Humanity with free and clear title.

3. The parties agree that all other paragraphs of the Settlement Agreement apply in force to this Amendment to the Settlement Agreement.

4. Notices. Unless specifically stated otherwise, all notices, documents and demand of any kind which any Party may be required or may desire to serve upon or deliver to any of the other Parties in connection with this Settlement Agreement may be served, at the election of the Party serving the notice, either by personal service or by mailing a copy of the notice or demand by Certified or Registered mail, proper postage pre-paid and return receipt requested, or by fax, addressed to such Party's representatives and attorneys at the addresses set forth below; if any such notice or demand is mailed, it shall be deemed to have been received on the date reflected on the return receipt or if the receipt is refused or such mailing is not accepted, then 14 days after the date of mailing. For any such notice sent by fax it shall also be sent by mail and shall be deemed received on the Court date transmitted if transmission is completed by 5:00 p.m. Central Time, or the next Court day if transmitted after 5:00 p.m. (Central Time) or on a Court holiday or weekend.

If sent to Anthony Corley, Melanie Corley or AEC Investments, it shall be sent to:

James W. Price, Jr., Esq.
Price, Hill, Kolarich
201 Fourth Avenue North, Suite 1800
Nashville, TN 37219
Fax: (615) 244-5821

If sent to OneWest Bank (previously IndyMac Bank), it shall be sent to:

Aaron Kaalberg, Esq.
Bass, Berry & Sims PLC
315 Deaderick Street, Suite 2700
Nashville, TN 37238-3001
Fax: (615) 742-6293

If sent to the United States of America, it shall be sent to:

Debra T. Phillips, AUSA
United States Attorney's Office
Middle District of Tennessee
110 Ninth Avenue South, Suite A-961
Nashville, TN 37203
Fax: (615) 736-5323

THIS SETTLEMENT AGREEMENT AND RELEASE IS FULLY AND VOLUNTARILY ENTERED INTO BY THE PARTIES WITHOUT ANY DURESS OR COERCION. THE PARTIES HAVE BEEN GIVEN AN AMPLE AND LENGTHY OPPORTUNITY TO CONSULT WITH COUNSEL, IF THEY SO CHOOSE. THE PARTIES HAVE CAREFULLY

AND COMPLETELY READ ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

THE PARTIES UNDERSTAND AND AGREE WITH ALL OF THE PROVISIONS AND TERMS STATED ABOVE.

Anthony E. Corley, claimant — Date: 9/30/10

Melanie Corley, claimant — Date: 9/30/10

Claimant A.E.C., Investments
By Anthony E. Corley its President — Date: 9/30/10

James W. Price, Jr. attorney for claimants
Anthony E. Corley, Melanie Corley
and A.E.C. Investments — Date: 19 NOV 10

Aaron Kaalberg
Attorney for OneWest Bank — Date: _____

Jerry E. Martin
United States Attorney
Middle District of Tennessee

By: _____ Date: 1/25/11
Debra Teufel Phillips
Assistant United States Attorney
Asset Forfeiture Coordinator

Fax: (615) 736-5323

THIS SETTLEMENT AGREEMENT AND RELEASE IS FULLY AND VOLUNTARILY ENTERED INTO BY THE PARTIES WITHOUT ANY DURESS OR COERCION. THE PARTIES HAVE BEEN GIVEN AN AMPLE AND LENGTHY OPPORTUNITY TO CONSULT WITH COUNSEL, IF THEY SO CHOOSE. THE PARTIES HAVE CAREFULLY AND COMPLETELY READ ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

THE PARTIES UNDERSTAND AND AGREE WITH ALL OF THE PROVISIONS AND TERMS STATED ABOVE.

_____ Date:_____
Anthony E. Corley, claimant

_____ Date:_____
Melanie Corley, claimant

_____ Date:_____
Claimant A.E.C., Investments
By Anthony E. Corley its President

_____ Date:_____
James W. Price, Jr. attorney for claimants
Anthony E. Corley, Melanie Corley
and A.E.C. Investments

Justin Page Date: 1/24/11
Justin A. Page
Attorney for OneWest Bank

Jerry E. Martin
United States Attorney
Middle District of Tennessee

By:_____ Date:_____
Debra Teufel Phillips
Assistant United States Attorney
Asset Forfeiture Coordinator