BILL GARRETT, Davidson County
Trans:T20120031666 DEEDWARR
Recvd: 05/01/12 09:56 5 pgs
Fees:28.00 Taxes:225.03
20120501-0037080

Tax Reference: 01409002500
control # 81605

This instrument prepared by:
Wallace C. Tyser, Jr.
Attorney
PO Box 9800
Maryville, TN 37802

Return this Instrument to:
Vanderbilt Mortgage and Finance, Inc.
Attn: Legal Department
500 Alcoa Trail
Maryville, TN 37804

RESPONSIBLE TAXPAPER AND PROPERTY OWNER:
Name: Vanderbilt Mortgage and Finance, Inc.
Address: PO Box 9800, Maryville, TN 37802

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $60,817.96, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. Total Debt forgiven is $60,817.96 and no other consideration or value has been given.

Leonard W Prater
(Grantor's Name)

Subscribed and sworn before me this 2 day of April, 2012.

YASMIN WOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public

My Commission Expires: 05/05/15

STATE OF TENNESSEE

COUNTY OF Davidson

DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 2 day of April, 2012 by and between Leonard W Prater ("Grantor") and Vanderbilt Mortgage and Finance, Inc., a corporation organized and existing under the laws of the State of Tennessee ("Grantee").

WHEREAS, Grantor is the fee simple owner of the real property and improvements thereon located in the county and state above set forth, being more particularly described in Exhibit A attached hereto and incorporated herein by reference, and including the following described manufactured home:

Make Southern Model Lifestyle

Serial Number(s) DSLAL42166AB

(the "Property")

WHEREAS, Grantee made Grantor (or one of the Grantors if there are two (2) or more Grantors) a loan or financial accommodation in the original principal amount of $68,982.88 under agreement dated 8/13/2001 ("Loan"), said Loan being secured by the Property pursuant to mortgage, deed of trust or trust deed recorded in the office of the Rgisters Office of Davidson county on 8/22/01 ☐ in Book _____ Page _____ or ☐ as instrument number 20010822-0090525 (the "Security Instrument");

WHEREAS, the Grantor is in default of the Loan, the full amount of the Loan is due and payable, and the Grantor is unable to pay Grantee the full amount due under the Loan;

WHEREAS, the fair market value of the Property does not equal or exceed the full amount of the Loan due and payable to the Grantee and, accordingly, the Grantor has no equity in the Property;

WHEREAS, the Grantee is agreeable to acceptance of the Property pursuant to this Deed In Lieu of Foreclosure to avoid the necessity of foreclosure and the time required to effect foreclosure and the termination of any equity of redemption provided by law;

WHEREAS, in connection with Grantee's acceptance of this Deed In Lieu of Foreclosure the Grantee has agreed to deliver to Grantor a covenant not to sue Grantor, or any other party obligated under the Loan, for any obligation which Grantor or other such party may have under the Loan; and

understandings are not and shall not be deemed conditions precedent to this Deed In Lieu of Foreclosure upon recordation of this Deed In Lieu of Foreclosure in the public real property records of the county or parish and state wherein the Property is located;

NOW, THEREFORE, for and in consideration of the foregoing, the Grantor does hereby freely and voluntarily grant, bargain, sell, convey and transfer unto the Grantee fee simple title to the Property described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successor and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or claiming the same, or any part thereof, by, through, or under the Grantor but not otherwise.

IT IS THE PURPOSE AND INTENT OF BOTH GRANTOR AND GRANTEE THAT THE FEE SIMPLE INTEREST CONVEYED BY GRANTOR HEREIN TO GRANTEE SHALL NOT MERGE WITH THE INTEREST OF THE GRANTEE UNDER THE LOAN AND SECURITY INSTRUMENT, AND THE SECURITY INSTRUMENT SHALL CONTINUE AS A LIEN ON THE PROPERTY UNTIL THE PROPERTY IS RECONVEYED BY GRANTEE. GRANTOR FURTHERMORE WAIVES ANY RIGHT GRANTOR MAY HAVE UNDER LAW TO REDEEM THE PROPERTY.

IN WITNESS WHEREOF, the Grantor has hereunto set his or her hand and seal the day and year first above set forth.

(Borrower Signature)	(Borrower Signature)
Leonard W Prater	Leonard W. Prater
(Typed/Printed Name)	(Typed/Printed Name)
(Witness Signature)	(Witness Signature)
(Typed/Printed Name)	(Typed/Printed Name)

State of Tennessee

Davidson County

Before me, the undersigned Notary Public with and for the State and County aforesaid, personally appeared Leonard Peeler, 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 seal at office at Hermitage, Tennessee on this the 2 day of April, 2012.

(Signature of Notary Public)

Notary Public

YASMIN WOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

(Seal, If Any)

My Commission Expires: 05/05/15

Notary Acknowledgment-TN/625

Exhibit "A": Legal Description.
Leonard W. Prater.

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

Being Lot No. 19 & Lot No. 21 on the Plan of Hadley Bend City Subdivision, Section Block K, as of record in Plat Book 421, Page 120, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING the same property conveyed to Leonard W. Prater, unmarried, by Warranty Deed from Frank Cahill, married, dated April 5, 2001, recorded May 24, 2001, of record in Instrument 20010524-0054436, Register's Office for Davidson County, Tennessee.

Initials