[WARRANTY DEED IN LIEU OF FORECLOSURE]

PREPARED BY AND RETURN TO:
S. DeGraffenreaid
Law Offices of Shapiro & Kirsch, LLP
Serving Arkansas & Tennessee
555 Perkins Extended, Second Floor
Memphis, TN 38117
Case No: 12-037902
MERS MIN #: 100162500068965319

BILL GARRETT, Davidson County
Trans:T20120069787 DEEDWARR
Recvd: 09/17/12 12:01 4 pgs
Fees:23.00 Taxes:340.28
20120917-0084228

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Kayla Finley and husband Jerry Finley (herein called "Grantor"), in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration to Grantor, by Grantee (herein below named), the receipt and sufficiency of which are hereby acknowledged and confessed, and in further consideration of the cancellation and extinguishment of that certain Promissory Note (herein the "Note"), dated April 11, 2006 in the original principal amount of 94,000.00, executed and delivered by Grantor to People's Home Equity, Inc., has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **Everbank** whose address is 301 West bay Street, Jacksonville, FL 32202 (herein the "Grantee"), all of (i) the real property (the "Land") located in Davidson County, Tennessee, and more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 11, Block A, on the Plan of Rainbow Terrace Subdivision of record in Plat Book 1130, Page 85, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to grantor Jerry Finley and Kayla Finley, husband and wife by Eric Sox by Warranty Deed of record at Instrument Number 20060504-0052269, dated April 12, 2006, filed May 4, 2006, in the Register's Office for Davidson County Tennessee.

together with (ii) all and singular, the benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest of Grantor in and to adjacent roads, and rights-of-way (herein called the "Rights and Appurtenances"); and together with (iii) all buildings, fixtures and other improvements located on the Land (herein called the "Improvements"); together with (iv) all personal property situated in. on or about the Land and any Improvements (herein called the "Personalty").

TO HAVE AND TO HOLD the Property, together with all and singular any other rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns FOREVER; and Grantor does hereby bind itself and its successors and assigns to WARRANT

AND FOREVER DEFEND all and singular the Property, subject as aforesaid, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:

A. This Warranty Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed the same as a foreclosure or the Liens and as an absolute conveyance to Grantee of all right, title, and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantor therein or thereto;

B. Notwithstanding the above cancellation and extinguishment of the Note and other provisions hereof, all of the liens and security interests (hereinafter collectively called the "Liens") that evidence or secure the payment of the Note, including, without implied limitation that certain Mortgage/Deed of Trust dated April 11, 2006, in favor of People's Home Equity, Inc., recorded at Instrument Number 20060504-0052270 of the Public Records of Davidson County, Tennessee, are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "Release") executed by Grantee, or its successors and assigns, and recorded in the Public Records of Davidson County, Tennessee, which Release may be made as, if and when Grantee, or its successors and assigns, shall determine in the exercise of its sole discretion;

C. Neither Grantor nor Grantee intend that there be, and there shall not in any event be, a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Liens on one hand and title on the other be, and remain at all times SEPARATE and DISTINCT,

D. The title and other interest of Grantee in the Property under this Warranty Deed will not merge with the security interest of Grantee in the Property under the Liens and that for purposes of priority as between (i) intervening or inferior liens, claims or encumbrances on or against the Property, and (ii) the Liens, any and all rights of the Grantee to exercise its remedies of foreclosure by judicial or non judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time bar defenses, the same are expressly extended as evidenced by this instrument; and

E. The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances whatsoever.

Current and 2012 ad valorem taxes on the Property are expressly assumed by Grantee.

EXECUTED this 21st day of August, 2012

Kayla Finley
Kayla Finley

Jerry Finley
Jerry Finley

STATE OF TN
COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Kayla Finley and Jerry Finley, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and Notarial Seal at office this 21 day of August, 2012.

Delnita Nevels
Notary Public

Delnita Nevels
(please print name)

My Commission Expires: 5/20/2014

DELNITA NEVELS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-20-2014

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 **$91,968.59** which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Derrick Hittell
(please print name)

Vice President
(title)

Subscribed and sworn to before me this 11th day of September, 2012.

Notary Public

SHAKEYA A FORT
MY COMMISSION # EE035893
EXPIRES October 19, 2014
(407) 398-0153 FloridaNotaryService.com

My Commission Expires: 10-19-2014

Shakeya Fort

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Everbank, 301 West Bay Street, Jacksonville, FL 32202

Property Address:
605 Neelys Bend Road
Madison, TN 37115
Map Parcel I.D.No. : 05202020500