[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: 12-039540
MERS MIN # 100085300005968821

BILL GARRETT, Davidson County
Trans:T20120097395 DEEDWARR
Recvd: 12/20/12 10:43 4 pgs
Fees:23.00 Taxes:463.26
20121220-0117383

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Lauren Jeanette Anderson Claytor (formerly known as Lauren Jeanette Anderson) and husband Jonathan Brian Claytor, (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 September 26, 2008, in the original principal amount of $130,659.00, executed and delivered by Grantor to Realty Mortgage Corporation, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **Bank of America, N.A., Successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP** whose address is 451 7th Street SW #B-133, Washington, DC 20410 (herein the "Grantee"), all of (i) the real property (the "Land") located in Davidson County, Tennessee, and more particularly described as follows:

Being Lot No. 85, Unit No. 114, as described in the Master Deed and Bylaws for Autumn Ridge Townhomes, a Horizontal Property Regime with Private Elements, of record in Instrument Number 20060404-0038533, and amended in Instrument Numbers 20060419-0045063 and in Instrument No. 20061115-0141803, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more particular description of said Unit. Description taken from Exhibit B of the First Amendment to Master Deed and Bylaws. The description is the same as the previous Deed of record.

Being the same property conveyed to Lauren Jeanette Anderson, an unmarried woman by Newmark Homes, L.P., a Texas Limited Partnership, Debtor in Possession, by Warranty Deed of record ay Instrument Number 200809290098493, dated September 26, 2008, filed September 29, 2008, in the Register's Office of 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 September 26, 2008 in favor of Realty Mortgage Corporation, recorded at Instrument Number 200809290098494 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 29 day of October, 2012

Lauren Jeanette Anderson Claytor

Lauren Jeanette Anderson Claytor

Jonathan Brian Claytor

STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Lauren Jeanette Anderson Claytor and Jonathan Brian Claytor, 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 29 day of October, 2012

danielle lofton

Notary Public

My Commission Expires: May 3, 2016

DANIELLE LOFTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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 **$125,205.31** which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

BANK OF AMERICA CORPORATE SEAL NATIONAL ASSOCIATION

DEC 13 2012
Affiant - BANK OF AMERICA, N.A.

John Lay
(please print name) Assistant Vice President

(title)

Subscribed and sworn to before me this 13th day of December, 2012

William McCraw Frazier
Notary Public William McCraw Frazier

My Commission Expires: 12/05/2013

WILLIAM MCCRAW FRAZIER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Dec. 5, 2013

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Bank of America, N.A., Successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP, 451 7th Street SW #B-133, Washington, DC 20410

Property Address:
1382 Rural Hill Road, #114
Antioch, TN 37013
Map Parcel I.D. No.: 163020C08500C0