BILL GARRETT, Davidson County
Trans:T20130032054 DEEDWARR
Recvd: 04/18/13 14:43 2 pgs
Fees:13.00 Taxes:1440.57
20130418-0038805

DEED IN LIEU OF FORECLOSURE

Ann K. Tucker, also known as Ann Kathryn Tucker, *(herein "Grantor),* for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, including the consideration for and simultaneous conveyance of certain real property located in Palm Beach County, Florida as described in the instrument recorded in the Public Records of Palm Beach County, Florida as set out below, the receipt and legal sufficiency of all of which are hereby acknowledged, and in further consideration of the satisfaction of the liability of Grantor under that certain promissory note *(herein "Note")* dated November 18, 2011, in the original principal amount of Three Hundred Eighty-eight Thousand Five Hundred Dollars ($388,500.00), executed and delivered by Grantor and payable to the order of First Commerce Bank *(herein referred to as "Grantee"),* does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, the following tract or parcel of land, together with any improvements thereon, lying and being in Davidson County, Tennessee and more particularly described as follows (herein "Real Property"):

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Hunterdon, as of record in Plat Book 7900, page 935, Register's Office of Davidson County, Tennessee, to which plan reference is made for a more complete description.
[Map & Parcel: 158 060 00200]

Source of Title: Being the same property conveyed to Ann K. Tucker by deed dated October 8, 1996, from Four Squared Corporation, a Tennessee corporation, of record in Book 10220, page 524, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD, the Real Property together with any improvements located thereon, with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining unto the Grantee, its successors and assigns, forever in fee simple.

Grantor, for herself, and for her heirs and assigns, does hereby covenant and agree to and with the Grantee, that she is lawfully seized and possessed of the Real Property; that she has full power and lawful authority to sell and convey the same; that title thereto is free, clear and unencumbered, except in respect of claims described herein, and, that she will forever warrant and defend the same against the lawful claims of all persons whomsoever.

This conveyance set forth herein by Grantor to Grantee is made in lieu of foreclosure by Grantee of that certain deed of trust dated November 18, 2011 as recorded on November 30, 2011 as Instrument No. 20111130-0093067 in the Register's Office of Davidson County, Tennessee. This Deed is an absolute conveyance of all of Grantor's right, title and interest in the Real Property and is not intended as a deed of trust, mortgage, trust, or security of any kind. The consideration therefore, in addition to that set forth above, is the full release and discharge of the debt evidenced by the Note secured by that certain deed of trust of Grantor for the benefit of Grantee, dated November 18, 2011 and recorded on November 30, 2011 as Instrument No. 20111130-0093067 in the Register's Office of Davidson County, Tennessee and by that certain mortgage dated November 18, 2011 and recorded on November 28, 2011 at Official Record Book 24869, Page 1567 in the Public Records of Palm Beach County, Florida. Further, the consideration therefore, in addition to that set forth above, is also the assumption by the grantee and the agreement of the grantee to hold grantor harmless from (a) all past due and accrued real property ad valorem taxes on the above described real property; and (b) the entire unpaid balance of the amount Grantor owes the IRS in delinquent federal taxes, penalty and interest, as described in the Federal Tax Lien of record in the Register's Office of Davidson County, Tennessee in Instrument No. 20110211-0011863. It is the purpose and intent of both the 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 said deed of trust and mortgage. Grantor furthermore waives any right Grantor may have under the law to redeem the Real Property.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 5th day of April, 2013.

Ann K. Tucker

STATE OF TENNESSEE
COUNTY OF Lincoln

Personally appeared before me, the undersigned Notary Public, Ann K. Tucker, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at office in said county and state aforesaid, on this the 5th day of April, 2013.

Tammy R. Graham
Notary Public

My commission expires: 08-14-2016

TAMMY R. GRAHAM
STATE OF TENNESSEE NOTARY PUBLIC
LINCOLN COUNTY

This instrument prepared by:
William E. Simms, Attorney at Law
104 Main Avenue North
Fayetteville, TN 37334
(931) 433-1044
on information provided by grantee.
No title search ordered or performed.
Record immediately upon execution.

STATE OF TENNESSEE
COUNTY OF LINCOLN

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $389,344.10, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

First Commerce Bank
Affiant

Sworn to and subscribed before me this the 5th day of April, 2013.

Tammy R. Graham
Notary Public

My commission expires: 8/14/2016

TAMMY R. GRAHAM
STATE OF TENNESSEE NOTARY PUBLIC
LINCOLN COUNTY

TAMMY R. GRAHAM
STATE OF TENNESSEE NOTARY PUBLIC

Tax Bills
Name & Address of Property Owner:
First Commerce Bank
P.O. Box 1098
Lewisburg, TN 37091