[WARRANTY DEED IN LIEU OF FORECLOSURE]

BILL GARRETT, Davidson County
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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: 13-047827

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Pauline McClain, unmarried, (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 February 28, 2005 in the original principal amount of $68,800.00, executed and delivered by Grantor to Union Planters Bank N.A., d/b/a Regions Mortgage, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **Federal National Mortgage Association** whose address is 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254 (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. 104, Section One, Joywood Heights Subdivision, as shown on plats of record in Plat Book 1130, Page 91, in the Register's Office for said County, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Pauline McClain by Terry F. Flatt and wife Kim Flatt, by Warranty Deed recorded at Instrument Number 20050303-0023558, dated February 28, 2005, filed March 3, 2005, 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 February 28, 2005 in favor of Union Planters Bank, N.A. d/b/a Regions Mortgage, recorded at Instrument Number 20050303-0023659, 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 2013 ad valorem taxes on the Property are expressly assumed by Grantee.

EXECUTED this 29th day of APRIL 2013

Pauline McClain

Pauline McClain

STATE OF Tennessee
COUNTY OF Davidson

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

Witness my hand and Notarial Seal at office this 29th day of April 2013

Aimee Denise Bobbitt
Notary Public

My Commission Expires: 5.5.2015

AIMEE DENISE BOBBITT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

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 **$62,346.04** which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Cardester McCoy
Affiant

Cardester McCoy
Name (printed)

Vice President
Title

Subscribed and sworn to before me this 7th day of MAY 2013.

Joyce A. Hunt
Notary Public

My Commission Expires: February 23, 2014

JOYCE A. HUNT
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My Commission Expires February 23, 2014

NO TAX/EXEMPT AGENCY
TCA CODE 67-4-409

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Federal National Mortgage Association, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254

Property Address:
508 Norton Avenue
Nashville, TN 37207
Map Parcel I.D. No.: 071 08 0 183.00