Davidson County DEEDWARR
Recvd: 07/02/13 16:08 14 pgs
Fees:73.00 Taxes:363.03
20130702-0068557

Commitment Number: 18121731

This instrument prepared by:
Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Tennessee Bar Number: 015569.

Name And Address For Person(s) Responsible For Taxes: NEW OWNER
BENEFICIAL TENNESSEE INC.
636 Grand Regency Blvd., Brandon, FL 33510.

703738

After Recording Mail/Return To:
ServiceLink, FNF's National Lender Platform
500 Eldorado Boulevard, Suite 2300
Broomfield, CO 80021

LenderLive Settlement Services, LLC
1044 Main Street
Ste. 700
Kansas City, MO 64105
(816) 221-0881

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Linda E. Thomas**, unmarried, whose mailing address is 3194 Lagrange Drive, Nashville, TN 37218, hereinafter called grantor, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **BENEFICIAL TENNESSEE INC.**, hereinafter called GRANTEE, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Davidson County, Tennessee**, described as follows:

Land in Davidson County, Tennessee, being Lot No. 164, on the Plan of TRINITY HILLS VILLAGE, SECTION II, FIRST ADDITION, of record in Book 4460, Page 45, Register's Office for said County.
Being the same property conveyed to Linda E Thomas by Quit Claim Deed from William Perkins, James M Perkins, Jerry M Perkins, John D Perkins, Robert L Perkins, Dorothy M Hassell, Brenda A Perkins and Linda E Thomas, dated July 1, 2003 and recorded under Document No. 20030711-0096473, in the Register's Office for Davidson County, Tennessee.
Tax Parcel Number: 06013014200

Property Address: 2734 Combs Drive, Nashville, TN 37207-3831

COMMONLY known as: **2734 Combs Drive, Nashville, TN 37207-3831**
Assessor's Parcel Number: **06013014200**

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **20080527-0053533**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit and Grantor Affidavit attached hereto as Exhibits A and B respectively.

Transfer of Property. Transferor hereby agrees to transfer and Transferee hereby agrees to accept title to the Property subject to the terms and conditions set forth in this Agreement.

Acknowledgment of Default. Transferor acknowledges that it is in default of its obligations under the Loan and the Note, and that the entire unpaid principal balance thereof, together with interest thereupon, is immediately due and payable to Assignee without offset, defense, or counterclaim.

Consideration. Transferor acknowledges and agrees that the release of personal liability and forgiveness of payment of the entire unpaid principal balance thereof, together with interest thereupon, in connection with the underlying Loan and Note is adequate consideration for the transfer of the Property to Transferee and that the transfer of the Property to Transferee is voluntary and free of coercion and duress. This obligation is secured by the following mortgage or deed of trust:

Deed of Trust dated May 23, 2008, recorded May 27, 2008 as Document No. 20080527-0053533, executed by Linda E Thomas, single, given to Beneficial Tennessee Inc., securing a principal amount of $98,116.75.

Closing of Transaction. Concurrently with the execution of this Agreement:

(a) Transferor shall deliver to Transferee:
(i) an executed and acknowledged Deed in Lieu of Foreclosure (the "Deed"), in form and substance satisfactory to Transferee, conveying fee simple title to the Property, subject only to such exceptions to title as may be approved by Transferee prior to the execution of this Agreement;

(ii) an executed Estoppel Affidavit in form and substance satisfactory to Transferee and Chicago Title Insurance Company ("Title Company");
(iii) all keys and pass cards, and combinations to all combination locks relating to the Property; and
(iv) copies of all service contracts, maintenance contracts, management contracts, listing agreements, commission agreements, equipment leases, warranty agreements, and other agreements pursuant to which third parties are obligated to provide goods or services, or to bear expenses or liabilities relating to the Property, including, without limitation, amendments and supplements thereto and in the possession of Transferor;
(b) Transferor shall deliver to Assignee Releases, a copies of which is attached hereto and incorporated herein as an Exhibit;
(c) Any and all transfer or other taxes incurred in connection with the closing of the transaction contemplated in this Section shall be the responsibility of Transferee. In addition, there shall be no perorations made at the close of escrow, the parties agreeing that Transferee shall be responsible for any and all property taxes and other costs and expenses owing at the closing of the transaction contemplated hereby.

Representations and Warranties.
(a) Transferor hereby makes the following representations and warranties to Transferee, which representations and warranties shall survive the execution, delivery, and recordation of the Deed and the consummation of the transactions contemplated hereby:
(i) To the best of Transferor's knowledge, no filing or petition under the federal bankruptcy law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors, has been filed with regard to Transferor.
(ii) Transferor has received the advice of competent legal counsel of Transferor's choice in connection with the execution of this Agreement and all documents executed in connection herewith.
(iii) Transferor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended.
(iv) The agreed to value of the Property is an accurate reflection of the fair market value of the Property.
(v) To the best of Transferor's knowledge, there are no other claims and/or litigation affecting the Property.
(d) This Agreement and all other documents delivered in connection herewith by Transferor (i) have been duly authorized, executed, and delivered by Transferor; (ii) are binding obligations of Transferor; and (iii) neither violate the provisions of any agreement to which Transferor is a party.
(e) Transferor represents, warrants, covenants, and agrees as follows:
(i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
(ii) it is the intention of Transferor as grantor in the Deed to convey, and by the Deed, Transferor has conveyed to Transferee therein, all of Transferor's right, title, and interest absolutely in and to the Property;
(iii) Possession of the Property is intended to and will be surrendered to Transferee concurrent with the conveyance of title to Transferee;

(iv) Transferor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Transferee, all other rights, titles, liens, and claims of Transferor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Transferor, Transferor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property;
Disclaimer of Partnership. Nothing contained in this Agreement or any of the documents executed in connection herewith shall serve to create a partnership or any other fiduciary relationship between Transferor and Transferee or between Transferor and Assignee, and Transferor and Transferee do hereby disclaim that any partnership or other fiduciary relationship exists between them.

No Merger. Transferor agrees and acknowledges that its entry into this Agreement, the Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Transferee's interest under the Deed. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

Indemnification. Transferor, joint and severally, shall indemnify and defend Transferee against, and hold Transferee harmless of and from, any and all losses, liability, claims, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and court costs) that Transferee may suffer or incur, or to which Transferee may be subjected, by reason of, arising out of, or in connection with the falsity or misleading nature of any of the representations or warranties made by Transferor pursuant to this Agreement. Upon demand by Transferee, Transferor shall defend any action or proceeding brought against Transferee in connection with any of the foregoing, or Transferee may elect to conduct its own defense at the expense of Transferor. In any event, Transferor promptly shall reimburse Transferee in full for all costs reasonably incurred by Transferee in investigating, preparing, or defending any action or proceeding, commenced or threatened, in connection with any of the foregoing matters, or incurred in settlement of any such action or proceeding (whether commenced or threatened). This section shall survive the execution of this Agreement and the consummation of the transactions contemplated hereby.

Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by this Agreement, and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns.

Litigation Costs. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing

Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

Integration. This Agreement and the other agreements and documents referred to herein set forth the entire agreement and understanding of the parties. The only consideration for the execution of this Agreement is the consideration expressly recited herein. No other promise or agreement of any kind or nature has been made to or with the parties by any person or entity whatsoever to cause them to sign this Agreement.

Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

Third-Party Beneficiary. Transferor and Transferee acknowledge and agree that Assignee is an intended third-party beneficiary under this Agreement and the documents being executed pursuant hereto.

RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.

Waiver of Jury Trial. Each party hereby knowingly, voluntary and intentionally, waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating to this agreement and agrees that any such dispute shall be tried before a judge sitting without a jury.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Release. Debtor and each of its successors and assigns do hereby forever release, discharge, and acquit **BENEFICIAL TENNESSEE INC.**, its parent, subsidiary and affiliate corporations, and their officers, directors, shareholders, agents and employees, and their successors, heirs, and assigns, and each of them, of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, and expenses, of every type, kind, nature, description, or character, and irrespective of how, why, or by reason of what facts, whether heretofore, now existing, or hereafter arising, or that could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, that in any way arise out of, are connected with, or relate to (i) the Loan, the Note, the Deed of Trust or Mortgage or the Transfer Agreement and/or Deed in Lieu of Foreclosure Agreement; or (ii) any documents executed in connection with or any transactions contemplated by the Loan, the Note, the Deed of Trust or Mortgage, or the Transfer Agreement and/or Deed in Lieu of Foreclosure Agreement. (Subsections (i) and (ii) are hereafter collectively referred to as the "Subject Matter.")

In this connection, Debtor hereby agrees, represents, and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are presently unknown, unanticipated, and unsuspected, and it further agrees, represents, and warrants that this Release has been negotiated and agreed upon in light of that realization, and that it nevertheless hereby intends to release, discharge, and acquit the parties set forth hereinabove from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses that are in any way related to the Subject Matter.

Representations and Warranties. Debtor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **BENEFICIAL TENNESSEE INC.** without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

(c) (i) as a result of the consideration to be given by Transferee to Debtor pursuant to the Transfer Agreement and/or Deed in Lieu of Foreclosure Agreement by **BENEFICIAL TENNESSEE INC.** to Debtor, Debtor will receive reasonably equivalent value in exchange for the Property; and (ii) Debtor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by this Release, and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as so requested in order to carry out the intent and purpose of this Release.

Successors and Assigns. This Release shall be binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns.

Litigation Costs. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

Advice of Counsel. Debtor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Release, that it has read this Release or has had the same read to it by its counsel, that it has had this Release fully explained by such counsel, and that it is fully aware of its contents and legal effect.

WITNESS the hand of said Grantor this 19 day of June, 2013.

Linda E. Thomas

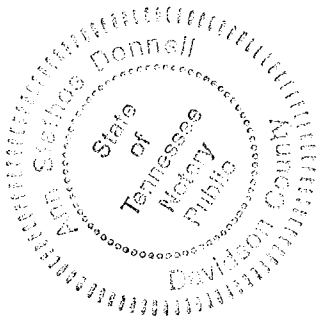
Linda E. Thomas

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on June 19th, 2013 by **Linda E. Thomas** who is personally known to me or has produced Drivers License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Notary Public

My Com 8/12/06/14



Property Address: 2734 Combs Drive, Nashville, TN 37207-3831

Maximum principal indebtedness for Tennessee recording tax purposes is ~~$100~~ 98,116.75*.
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of TN
County of Davidson

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $~~100~~, which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Subscribed and sworn to before me

This 19 day of June, 2013.

Linda E. Thomas
Affiant

Linda E. Thomas
Print Name

(Seal)

Notary Public

My commission expires:
12/06/16

Ann Stathos Donnell
Print Name

Ann Stathos Donnell
Notary Public
State of Tennessee
Davidson County

Property Address: 2734 Combs Drive, Nashville, TN 37207-3831

EXHIBIT "A"
ESTOPPEL AFFIDAVIT

STATE OF TN
COUNTY OF Davidson

Linda E. Thomas, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **BENEFICIAL TENNESSEE INC.**, dated the 19 day of June, 2013, conveying the following described property, to-wit:

Land in Davidson County, Tennessee, being Lot No. 164, on the Plan of TRINITY HILLS VILLAGE, SECTION II, FIRST ADDITION, of record in Book 4460, Page 45, Register's Office for said County.

Being the same property conveyed to Linda E Thomas by Quit Claim Deed from William Perkins, James M Perkins, Jerry M Perkins, John D Perkins, Robert L Perkins, Dorothy M Hassell, Brenda A Perkins and Linda E Thomas, dated July 1, 2003 and recorded under Document No. 20030711-0096473, in the Register's Office for Davidson County, Tennessee. Tax Parcel Number: 06013014200

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **BENEFICIAL TENNESSEE INC.**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **BENEFICIAL TENNESSEE INC.**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **BENEFICIAL TENNESSEE INC.**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **BENEFICIAL TENNESSEE INC.**, who have interest, either directly

or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of $1.00 by **BENEFICIAL TENNESSEE INC.**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein as described as follows:

Deed of Trust dated May 23, 2008, recorded May 27, 2008 as Document No. 20080527-0053533, executed by Linda E Thomas, single, given to Beneficial Tennessee Inc., securing a principal amount of $98,116.75.

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **BENEFICIAL TENNESSEE INC.**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or HSBC Mortgage Services, Inc; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: June 19, 2013

Linda E. Thomas

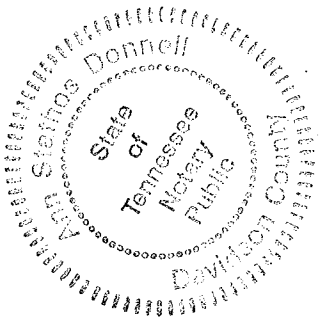
Linda E. Thomas

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on JUN 19, 2013 by **Linda E. Thomas** who is personally known to me or has produced DRiver as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Notary Public

My Comm. 12/04/14



Property Address: 2734 Combs Drive, Nashville, TN 37207-3831

Exhibit B

GRANTOR(S) AFFIDAVIT

State of TN
County of Davidson

Linda E. Thomas, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

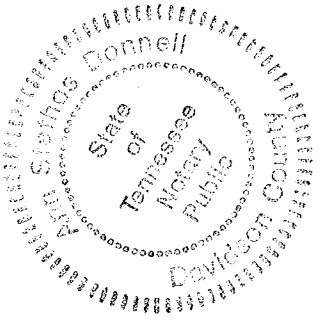
That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

Linda E. Thomas
Linda E. Thomas

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me on July 19th, 2013 by **Linda E. Thomas** who is personally known to me or has produced Driver as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Notary Public
My Com Exp 12/06/16



Property Address: 2734 Combs Drive, Nashville, TN 37207-3831

True Copy Certification

I, Rhonda Hammond, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Rhonda Hammond
Signature

State of Missouri

County of Jackson

Personally appeared before me, [~~Name of Notary~~ Theresa A. Ramsey], a notary public for this county and state, [name of person making certification* Rhonda Hammond] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Theresa A. Ramsey
Notary's Signature

My Commission Expires: 2-19-17
Notary' Seal (if on paper)

THERESA A. RAMSEY
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Feb. 19, 2017
Commission # 13409461