BILL GARRETT, Davidson County
Trans:T20140022919 DEEDQC
Recvd: 04/04/14 12:12 7 pgs
Fees:38.00 Taxes:140.60
20140404-0028278

Prepared By and
Recording requested by
And when recorded return to:

Jessica L Tolley
LandCastle Title, LLC
3343 Aspen Grove Dr, #240
Franklin, TN 37067
File# NSQ-140200084S

Asset No. 10486006620

Tax Parcel ID: 17200025200

Address New Owners: Thomas Chapman and Kristina Chapman, 1667 Kirkwood Place, Brentwood, TN 37027

Send Tax Bills to: Thomas Chapman and Kristina Chapman, 1667 Kirkwood Place, Brentwood, TN 37027

space above this line for Recorder's use only

QUITCLAIM DEED
(Without Covenant, Representation, or Warranty)

STATE OF Tennessee §
§
COUNTY OF Davidson §

RECITALS

WHEREAS, Community South Bank, Parsons, TN, A Tennessee Banking Corporation, (the "Institution"), acquired the Property by that certain Successor Trustee's Deed, dated November 29, 2010, and recorded in Instrument Number 20101129-0094936 of the Official Records of Davidson County, Tennessee, on November 29, 2010; and

WHEREAS, the Institution was closed by the Tennessee Department of Financial Institutions on August 23, 2013, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of THIRTY-EIGHT THOUSAND DOLLARS AND NO/100 DOLLARS ($38,000.00), the receipt and sufficiency of which are hereby acknowledged, hereby RELEASES, CONVEYS and QUITCLAIMS to Thomas Chapman and Kristina Chapman ("Grantee"), whose address is 1667 Kirkwood Place, Brentwood, TN 37027, WITHOUT COVENANT, REPRESENTATION, OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND ANY AND ALL WARRANTIES THAT MIGHT ARISE BY COMMIN LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREINAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of the Grantor's right, title and interest, if any, in and to that certain real property situated in Davidson County, TN, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, liens, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and prior and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Quitclaim Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS QUITCLAIM DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE

COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE TITLE, DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE RELEASE AND QUITCLAIM HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS QUITCLAIM DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Quitclaim Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in the Property, if any, together with all and singular the rights and appurtenances thereto in any wise belonging,

unto Grantee, its heirs, personal representatives, successors and assigns, without covenant, representation, or warranty whatsoever and subject to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Quitclaim Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the date of this Quitclaim Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Quitclaim Deed is executed on March 11, 2014

FEDERAL DEPOSIT INSURANCE CORPORATION,

as Receiver for Community South Bank, Parsons, TN

By: Sarah B Saxby

Name: Sarah B Saxby

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of March, 2014, by SARAH B. SAXBY, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for Community South Bank, Parsons, TN on behalf of said entity.

Shelly Campbell

Notary Public, State of TEXAS

SHELLY CAMPBELL
MY COMMISSION EXPIRES
August 4, 2016

State of TN
County of Williamson

The actual consideration or value, whichever is greater, for this transfer is $38.000

Affiant

Subscribed and sworn to before me this 3/13/14.

Notary Public

My commission expires 7/3/2017

Julie Hamilton
State of Tennessee Notary Public
Davidson County

EXHIBIT "A"

Being a certain parcel of land located in the 31st Councilmanic District of Nashville-Davidson County, Tennessee; and being further described as follows:

Beginning at an old iron rod situated in the easterly margin of Mt. Pisgah Road (50'); said iron rod also being a corner of the Brentwood Knoll property as recorded in Instrument Number 20080522-0052623, Register's Office for Davidson County, Tennessee (RODC, TN;) Thence, leaving the Brentwood Knoll property and along the said margin of Mt. Pisgah Road and with a curve to the left having a radius of 302.96' and arc length of 202.74'(chord = N34° 36'57" E-198.97') to an iron rod situated on the southerly edge of a gravel driveway;Thence, leaving the said margin of Mt. Pisgah Road and along the said edge of the graveldriveway, S72° 49'25"E -15.11' to an iron rod;Thence, S 58° 37' 43" E 29.32' to an iron rod;Thence, S 53° 10' 08" E 31.42' to an iron rod;Thence, S 43° 06' 25" E 51.03' to an iron rod;Thence, S 42° 37' 40" E 54.49' to an iron rod;Thence, S 55° 38' 06" E 50.93" to an iron rod situated in the northerly boundary line of the aforesaid or Brentwood Knoll;Thence, with the said boundary line of Brentwood Knoll and generally with an old fence line S 83° - 19'24"W-192.12' to an iron rod; Thence, S 79° 05' 02" W 72.66' to an iron rod; Thence, S 75° 29' 44" W 22.29' to an ironrod;Thence. N 18° 52' 27" W-23.87' to the point of beginning, and containing 0.65 acres (28,361 square feet), more or less.

Being the same property conveyed to Community South Bank by Successor Trustees Deed recorded in Instrument Number 20101129-0094936.

Signature Block		
APPROVED X		REVOKED ☐
Entity:	Date:	FI, Last Name:
Ore Contractor		
FDIC Approver	10-04-13	J Baucom/AF

Revision Date: September 24, 2013