[WARRANTY DEED IN LIEU OF FORECLOSURE]

PREPARED BY AND RETURN TO:
Gizelle Germain
Law Offices of Shapiro & Kirsch, LLP
Serving Arkansas & Tennessee
555 Perkins Extended, Second Floor
Memphis, TN 38117
Case No: 14-056578

Davidson County DEEDWARR
Recvd: 10/29/14 14:45 5 pgs
Fees:27.00 Taxes:0.00
20141029-0099924

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Teela S. Fleeman, 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 October 29, 2010 in the original principal amount of $81,600.00, executed and delivered by Grantor to ORNL Federal Credit Union, 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, TN, and more particularly described as follows:

Described property located in Davidson County, Tennessee, to wit:

Unit Number 1015, on the Plat of Heritage Village Condominiums, of record in Plat Book 4675, Page 46, Register's Office for Davidson County, Tennessee, together with the carport designated Number 1015, as shown in and described by the Master Deed Establishing Horizontal Property Regimes with respect to Heritage Village Condominiums, including the Plan and the Administrative By-Laws thereunto attached and exhibited, recorded in Book 4758, Page 179, Register's Office for Davidson County, Tennessee.

Subject to all Restrictions, Covenants, Reservations, and Minimum Building Set-back Lines and Ingress and Egress Easements and installation and maintenance of Utility and Drainage Facilities as stated on applicable plat of record and all amendments thereto recorded.

Being the same property conveyed to Teela S. Fleeman, unmarried by Warranty Deed from Gary Fleeman and wife, Judi Fleeman recorded November 8, 2010 in Instrument Number 20101108-0089320, 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, October 29, 2010 in favor of ORNL Federal Credit Union, recorded in Instrument No. 20101108-0089321 of the Public Records of Davidson County, TN, 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, TN, 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 2014 ad valorem taxes on the Property are expressly assumed by Grantee.

EXECUTED this 29th day of April, 2014.

Teela S. Fleeman

STATE OF Minnesota
COUNTY OF Hennepin

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Teela S. Fleeman 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 29 day of April, 2014.

LOUISE JOSEPH
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

Notary Public

My Commission Expires: 1-31-2015

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 **$77,320.56** which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Laura Zerbst
Affiant

LAURA ZERBST
Name (printed)

SVP- Client Relations/Default
Title

Subscribed and sworn to before me this 20th day of August, 2014.

Donna E Lantto
Notary Public

My Commission Expires: 9-11-18

DONNA E LANTTO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF HOUGHTON
My Commission Expires September 11, 2018

NO TAX/GOVERNMENTAL 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:
1015 Heritage Drive
Madison, TN 37115
Map Parcel I.D. #042110A01500CO

I, Gizelle Germain, do hereby make oath that I am 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.

Gizelle Germain
Signature

October 29, 2014
Date

State of Tennessee

County of Shelby

On this the 29th day of October, 2014, personally appeared before me, a notary public for this county and state, Gizelle Germain who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Myeshia Rich
Notary's Signature

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 21, 2017

S&K No. 14-056578