BILL GARRETT, Davidson County
Trans:T20170063848 DEEDWARR
Recvd: 07/25/17 15:44 5 pgs
Fees:28.00 Taxes:911.56
20170725-0075328

This Instrument prepared by

Burr & Forman LLP (CTH)
511 Union Street, Suite 2300
Nashville, Tennessee 37219

Address New Owner(s)	Send Tax Bill To:	Map & Parcel Nos.:
ReCap Advisors, Inc. 804 Walden Drive Franklin, Tennessee 37064	same	082140A04000CO

DEED IN LIEU OF EXECUTION SALE

THIS DEED IN LIEU OF EXECUTION SALE ("Deed") entered into by and between Deborah Anne Kirby Reyes a/k/a Debbie Reyes and a/k/a Debra Ann Kirby Reyes and husband, Julio A. Reyes, each individual residents of the State of Tennessee (collectively "Grantor") and ReCap Advisors, Inc. a Wyoming corporation ("Grantee").

WHEREAS, Capital Bank, N.A. successor by merger to GreenBank is the holder of that certain Summary Judgment entered against Grantor and Meg's Playhouse and Preschool, Inc. dated September 10, 2013 and recorded at Instrument No. 20170413-0036448 at the Register's Office for Davidson County, Tennessee (the "Judgment"); and

WHEREAS, Capital Bank, N.A. successor by merger to GreenBank assigned its right, title and interest in and to the Judgment to Grantee by that certain Assignment of Judgment dated June 12, 2017 and recorded an Instrument No. 20170720007359 7, said Register's Office; and

WHEREAS, Grantor has not satisfied the Judgment and the Grantee, as owner and holder of said Judgment, has demanded that the real property owned by the Grantor be sold in satisfaction of said Judgment and the cost of the sale in accordance with the terms and provisions of applicable law; and

WHEREAS, Grantor has offered to convey said Property to Grantee in lieu of Grantee holding the execution sale and incurring the attorneys' fees, costs and expenses associated with an execution sale and the time to advertise and conduct an execution sale.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents do transfer and convey unto the said Grantee its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee described on Exhibit A attached hereto and incorporated herein with the appurtenances, estate, title, and interest thereto belonging ("Property").

To have and to hold the Property, to the said Grantee, its successors and assigns forever. Grantor covenant to the said Grantee that they are lawfully seized and possessed of said Property in fee simple, have a good right to convey it and the same is unencumbered except for the Judgment. Grantor does further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said Property to the said Grantee, its successors and assigns against the lawful claims of all persons, whomsoever.

In further consideration of the Grantor's conveyance herein and the forbearance by Grantee of its right to execute a sale for satisfaction of the Judgment and other good and valuable consideration, the parties do specifically and mutually agree and bind themselves as follows:

1. Grantor jointly and severally acknowledge that their conveyance of said real property in lieu of execution sale does not in any manner, release, waive, defer, or extinguish any rights that Grantee may have now or in the future to collect, demand, sue, or receive payment or to exercise any other remedy available to Grantee under the Judgment of Grantors or the laws of the State of Tennessee.

2. Grantor acknowledges that as of May 4, 2017, with interest accruing at the 6.69% per annum rate allowed under the Judgment, Grantee is owed Four Hundred Seventy-Two Thousand Three Hundred Sixty-Six and 36/100 Dollars ($472,366.36) under the Judgment.

3. Grantor and Grantee agree that the reasonable and fair value of the Property being conveyed to Grantee is Two Hundred Forty-Six Thousand Three Hundred Sixty-Six Dollars and Thirty-Six Cents, ($246,366.36) ("Property Value").

4. Grantor and Grantee agree that after credit of the Property Value as of May 4, 2017, that Grantor remains liable for the unpaid principal balance on the Judgment of Two Hundred Twenty-Six Thousand Dollars, ($226,000.00)

5. Grantor acknowledges and agrees that the property value is reasonably equivalent value in exchange for transfer of Grantor's right, title and interest in the Property as provided in this Deed.

6. Grantor acknowledges and agrees that it has no equity in the Property.

7. Grantor declares this conveyance is being made and the sole discretion of Grantor and fairly made, without force or duress and in exchange for the receipt of substantial and adequate consideration equal to the fair value of Grantor's interest in the Property and that this is an absolute conveyance (and not a conveyance for security purposes, a mortgage, Deed of Trust or security interest of any kind).

8. Grantor agrees and understands that all proceeds received from the subsequent sale of said Property by Grantee is property of the Grantee and Grantor is not entitled to any further credit or reduction of this Judgment.

9. Grantor specifically acknowledges his/her continuing liability for the balance of principal and interest, fees or expenses including owing and unpaid pursuant to the terms of the Judgment between Grantors and Grantee. Grantors further acknowledge that this Deed in Lieu of Execution Sale is not a release of nor shall it release or discharge the obligation of Grantors, jointly and severally of the unpaid balance of the Judgment to Grantee.

10. This Deed shall not effect the Judgment and the Judgment shall remain in full force and effect after the date of this Deed and the interest of Grantee, its successors and assigns in the Property upon effectuation of the conveyance as provided in this Deed shall not merge with the interest of Grantee or any affiliate of Grantee or any successors or assigns of Grantee nor shall this Deed extinguish the lien of the Judgment, but rather the Judgment shall be and remain at all times separate and distinct, notwithstanding any unity or commonality of interest in Grantee and the holder of the Judgment and the Judgment shall be and remain at all times a valid and continuous lien on the Property. The execution, delivery and acceptance of this Deed shall not be construed to create or effect a merger of the lien of the Judgment with the interest conveyed under this Deed. The holder of the Judgment, its successors, affiliates and assigns, shall have the right to execute on the Judgment against all persons claiming an interest in or lien on any or all of the Property conveyed under this Deed.

delivery and acceptance of this Deed shall not be construed to create or effect a merger of the lien of the Deed of Trust with the interest conveyed under this Deed. The holder of the Deed of Trust, its successors, affiliates and assigns, shall have the right to foreclose the lien of the Deed of Trust against all persons claiming an interest in or lien on any or all of the Property conveyed under this Deed.

WITNESS our hands this the 12th day of June, 2017.

GRANTOR:

Deborah Anne Kirby Reyes

Julio A. Reyes

GRANTEE:

FIRSTSOUTH BANCORP, LLC,
a Tennessee limited liability company

By: _____
Daryl McCubbin, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, C. Tucker Herndon, a Notary Public in and for said County and State, the within named Deborah Anne Kirby Reyes and husband Julio A. Reyes, each individually the bargainor, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of June, 2017.

C. TUCKER HERNDON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires Dec 7, 2020

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, C. Tucker Herndon, a Notary Public in and for said County and State, aforesaid, personally appeared Daryl McCubbin, with whom I am personally acquainted and who, upon oath acknowledged Daryl McCubbin to be the Director of FirsSouth Bancorp, LLC,., the within named bargainor, and that Daryl McCubbin as such Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of FirstSouth Bancorp, LLC by the said limited liability company as Director.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of June, 2017.

C. TUCKER HERNDON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires Dec 7, 2020

My Commission expires: Dec 7, 2020

_____
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property whichever is greater is $ 246,366.36 This is equal to or greater than the property would bring at a fair and voluntary sale.

Deborah Anne Reeves

Sworn to and subscribed before me on this 12th day of June, 2017.

C. TUCKER HERNDON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires

Notary Public

My Commission Expires:

EXHIBIT A

Being a certain condominium apartment in Davidson County, Tennessee, being Unit No. 904 as specified on the plat shown in the Master Deed, on the plan of Riverfront Condominiums, a Horizontal Property Regime, created under Title 66, Section 27-101, ET SEQ., as amended, Tennessee Code Annotated, and as established by a Master Deed from Riverfront Condominium, of record under Instrument No. 20051221-0153160 and amended in Instrument No. 200512280155671, and second amendment in Instrument No. 20060518-0058640, Register's Office of Davidson County, Tennessee including without limitation the By-Laws Appended thereto, said Register's Office, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed, reference is hereby made to the plan of Riverfront Condominium, for placement of units, as shown on Exhibit "E" to the Master Deed of record under Instrument No. 20051221-0153160 and amended in Instrument No. 200512280155671, and second amendment in Instrument No. 20060518-0058640, said Register's Office, for a more complete identification and description of such unit.

Being the same property conveyed to Debbie Reyes, by Special Warranty Deed, dated March 3, 2011, of record in Instrument No. 20110316-0020765, Register's Office for Davidson County, Tennessee.