Karen Johnson Davidson County
Batch# 404217 DEEDQC
05/21/2020 12:08:30 PM 7 pgs
Fees: $37.00 Taxes: $0.00
20200521-0052946

This Instrument prepared by
Bone McAllester Norton, PLLC (DMA)
511 Union Street, Suite 1600
Nashville, Tennessee 37219

Address New Owner(s)	Send Tax Bill To:	Map & Parcel No.:
The Redwing Trust, by and through Robert T. Porter, Trustee 609 Shenandoah Drive Brentwood, TN 37027	New Owner	133-15-0-052.00

DEED IN LIEU OF FORECLOSURE

This **DEED IN LIEU OF FORECLOSURE** ("Deed") entered into by and between Seanache Homes, Inc. ("Grantor") and The Redwing Trust, by and through Robert T. Porter, Trustee ("Grantee").

WHEREAS, Grantor by a *Deed of Trust* dated May 10, 2019, of record at Instrument Number 20190513-0044914, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), conveyed to Tennessee Title Services, LLC, as Trustee, the Property as hereinafter described to secure that certain *Note*, dated May 10, 2019 and executed by Grantor in the amount of $225,000.00 ("Note"), as described in said Deed of Trust; and

WHEREAS, Grantor has defaulted under the terms of said Note secured by said Deed of Trust and the Grantee, as owner and holder of said Note, has demanded that the real property be advertised and sold in satisfaction of said debt and the cost of foreclosure in accordance with the terms and provisions of said Note, Deed of Trust and applicable law; and

WHEREAS, Grantor has offered to convey said Property to Grantee in lieu of Grantee holding the foreclosure sale and incurring the attorneys fees, costs and expenses associated with a foreclosure sale and the time to advertise and conduct a foreclosure 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 does transfer and convey unto the said Grantee its successors and assigns, that 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").

Remainder of this page intentionally left blank

In further consideration of the Grantor's conveyance herein and the forbearance by Grantee of its right to foreclose under the Deed of Trust and other good and valuable consideration, the parties do specifically and mutually agree and bind themselves as follows:

1. 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.

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

3. Grantor declares this conveyance is valid 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).

4. 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 Note.

5. This Deed shall not effect the Deed of Trust, and the Deed of Trust 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 Deed of Trust, but rather the Deed of Trust shall be and remain at all times separate and distinct, notwithstanding any unity or commonality of interest in Grantee and the holder of the Deed of Trust and the Deed of Trust shall be and remain at all times a valid and continuous lien on the Property subject only to such written and recorded releases and reconveyance of the Deed of Trust as the holder of the Deed of Trust may execute at the date of this Deed, in its sole and absolute discretion. The execution, 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 21st day of April, 2020.

GRANTOR:

Seanache Homes, Inc.

PRESIDENT

By: RICHARD POTTS
Its: PRESIDENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, aforesaid, personally appeared Seanache Homes, Inc.*, with whom I am personally acquainted and who, upon oath acknowledged himself to be the within named bargainor, and that he as such executed the foregoing instrument for the purpose therein contained.

*Richard Potts, member of Seanache Homes, Inc.

Witness my hand and official seal at Davidson County, Tennessee, this 21st day of April, 2020.

Notary Public

My Commission Expires: 10/2/23

GRIFFIN S. DUNHAM STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 10-2-2023

GRANTEE:

The Redwing Trust, by and through Robert T. Porter, Trustee

_____

By:

Its:

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____, 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 _____, Tennessee, this _____ day of _____, 20____.

_____

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, aforesaid, personally appeared Seanache Homes, Inc., with whom I am personally acquainted and who, upon oath acknowledged himself to be the within named bargainor, and that he as such executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal at Davidson County, Tennessee, this _____ day of March, 2020.

_____
Notary Public

GRANTEE:

The Redwing Trust, by and through Robert T. Porter, Trustee

Robert T. Porter, Trustee
By:
Its:

STATE OF TENNESSEE)
COUNTY OF Rutherford)

Personally appeared before me, Brittany Conn, a Notary Public in and for said County and State, the within named Robert Porter, 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 SunTrust Bank, Tennessee, this 2nd day of May, 2020.

_____
Notary Public

My Commission Expires
November 20, 2023

My Commission Expires: _____

BRITTANY CONN
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property whichever is greater is $0.00.

Affiant

Sworn to and subscribed before me on this 5th day of May, 2020.

Notary Public

My Commission Expires:

KAY M. TENPENNY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 07-06-2020

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 61 and Reserved Parcel B on the Plan of Paragon Hills of record in Book 3300, Page 100, in the Register's office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Margaret B. Kizer, unmarried by Warranty Deed from Charles H. Dixon of record in Instrument No. 20010706-0072080, Register's Office for Davidson County, Tennessee, dated June 29, 2001 and recorded on July 06, 2001. (Value of consideration shown in aforementioned deed $74,000.00.)

Being the same property conveyed to Josh Terry, Trustee of The 353 Elysian Fields Trust by Warranty Deed from Margaret B. Kizer, unmarried of record in Instrument No. 20190408-0031800, Register's Office for Davidson County, Tennessee, dated March 26, 2019 and recorded on April 08, 2019. (Value of consideration shown in aforementioned deed $140,000.00.) Being also known as 353 Elysian Fields Road, Nashville, Tennessee 37211.

The said Josh Terry, having resigned as Trustee and the said Amanda Dean having been appointed Successor Trustee under The 353 Elysian Fields Trust.

BEING the same property conveyed to Seanache Homes, Inc., a Nevada Corporation, by Warranty Deed from Amanda Dean, Successor Trustee of The 353 Elysian Fields Trust, of record at Instrument No. 20190513-0044913, Register's Office for Davidson County, Tennessee.

CERTIFICATE OF AUTHENTICITY

I, Charles W. Bone, 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.

Signature

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, Kay M. Tenpenny, a notary public for this county and state, Charles W. Bone, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

KAY M. TENPENNY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 07-06-2020

My Commission Expires: