

Graham

The parties to this instrument are hereby notified of their responsibility to immediately record this instrument in the Office of the Register of Deeds of Monroe County, Tennessee.

This instrument was prepared based upon information solely furnished solely by the parties. Blackwell Law Offices, PLLC has not performed a title search and makes no representation as to title, ownership, taxes, transferability or marketability.

THIS DEED PREPARED BY DOUGLAS N. BLACKWELL II, ATTORNEY
PO BOX 1455 CLEVELAND, TENNESSEE 37364

TAX MAP/ ID NO. 115F-A-056 AND 115F-A-057

DEED IN LIEU OF FORECLOSURE

WHEREAS, Peoples Bank of East Tennessee, (the "Grantee" or "PB") is the owner and holder of a certain Loan Agreements, Promissory Notes and/or Trust Deeds, dated on or around 6/17/2008 of record in Book R-26, Page 620 in the Register's Office of Monroe County, Tennessee, by John Graham and wife, Kelley Graham ("Grantor") to the Grantee, in the original principal amounts of \$497,451.00, which notes are secured by deeds of trust of record in the Register's Office of Monroe County, Tennessee; and

WHEREAS, the said Grantor has agreed to make and the PB has agreed to accept, this conveyance towards the amounts due and owing PB without completely satisfying such amounts due and owing PB;

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has bargained and sold, and by these presents does hereby transfer and convey unto, PB its successors and assigns, the following described property located in Monroe County, Tennessee, to wit:

IN THE THIRD CIVIL DISTRICT OF MONROE COUNTY, TENNESSEE:

TRACT ONE:

Commonly known as, LAUREL MOUNTAIN. DR. MADISONVILLE, TN, 37354, bust such is not included in the legal description herein.

REVISED Lot Two Hundred Thirty-One (231), LAUREL LAKE SUBDIVISION for the Revision of Lots 231 and 230, as shown by plat of record in Plat Cabinet G, Slide 115, in the Register's Office of Monroe C ounty, Tennessee.

TOGETHER WITH all of the interest of Southeastern Land, Inc. that it owns in the voting rights of Laurel Mountain Lakes Association, a non-profit organization, as this vote is reflected to Lot 231 of the Laurel Lakes Subdivision. This voting right is a participating right of one (1) vote for Lot #231 in the association and all of the rights and privileges of membership in the Laurel Mountain Lakes Association is hereby transferred from the grantor corporation to the grantees, their heirs and assigns, as set out in Deed Book 3300, Page 66, in the Register's Office of Monroe County, Tennessee.

Lot 231
(Does not include
Lot 230.)

For prior title see Deed recorded in Book 330, Page 66, in the Register's Office of Monroe County, Tennessee, from RICHARD INFANTINO AND WIFE, FRANCIS INFANTINO to JOHN GRAHAM AND WIFE, KELLEY S. GRAHAM dated 6-23-2008 and recorded 6-30-2008.

THIS CONVEYANCE MADE SUBJECT TO THE FOLLOWING:

Certain Protective Covenants and Restrictions as set out in instrument recorded in Misc. Book 37, Page 503, Misc. Book 92, Page 511 and Misc. Book 105, Page 119, in the Register's Office of Monroe County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. See also Waiver of Restrictions in Misc. Book 199, Page 396, Notice of Encroachment in Misc. Book 189, Page 717, in said Register's Office and conveyance of encroachment in Deed Book 333, Page 532 in said Register's Office.

Any governmental zoning and subdivision ordinances in effect thereon.

Declaration of Easement for Roads in Laurel Lake Subdivision of record in Misc. Book 100, Page 125 in the Register's Office for Monroe County, Tennessee.

All notes, stipulations, restrictions, easements, conditions, and regulations as set out on recorded plat.

Any covenants, conditions, restrictions, reservations or easements of record.

TRACT TWO:

Commonly known as LAUREL MOUNTAIN DR. MADISONVILLE, TN 37354, but such is not included in the legal description.

Lot 232

Lot Two Hundred Thirty-Two (232), LAUREL LAKE SUBDIVISION, as shown by plat of record in Plat Cabinet B, Slide 171, in the Register's Office of Monroe County, Tennessee.

For prior title see Deed recorded in Book 315, Page 53, in the Register's Office of Monroe County, Tennessee from SOUTHEASTERN LAND, INC. to JACK GRAHAM dated 8-7-2006 and recorded 8-14-2006.

THIS CONVEYANCE MADE SUBJECT TO THE FOLLOWING:

Certain Protective Covenants and Restrictions as set out in instrument recorded in Misc. Book 37, Page 503, Misc. Book 92, Page 511 and Misc. Book 105, Page 119, in the Register's Office of Monroe County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Any covenants, conditions, restrictions, reservations or easements of record.

Any governmental zoning and subdivision ordinances in effect thereon.

All notes, stipulations, restrictions, easements, conditions, and regulations as set out on recorded plat.

Any covenants, conditions, restrictions, reservations or easements of record.

Declaration of Easement for Roads in Laurel Lake Subdivision of record in Misc. Book 100, Page 125 in the Register's Office for Monroe County, Tennessee.

See also, Partial Releases in Misc. Book 199, Page 400, releasing Tract 1 of said Deed of Trust and part of Tract 6, Misc. Book 199, Page 334 releasing Tract 2 of said deed of trust and Misc. Book 195, Page 766 releasing Tracts 4 and 5 of said deed of trust. The remaining collateral is Tracts 3 and a revised Tract 6 of said deed of trust.

Certain Protective Covenants and Restrictions as set out in instrument recorded in Misc. Book 37, Page 503, Misc. Book 92, Page 511 and Misc. Book 105, Page 119, in the Register's Office of Monroe County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Tract One Only: See also Waiver of Restrictions in Misc. Book 199, Page 396, Notice of Encroachment in Misc. Book 189, Page 717, in said Register's Office .

Tract One Only: Conveyance of encroachment in Deed Book 333, Page 532 in said Register's Office.

TO HAVE AND TO HOLD the above described property, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever; and Grantor does covenant with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth herein; and Grantor does further covenant and bind them, their heirs, assigns, and representatives, to warrant and forever defend the title to said land to said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Grantor further understands and agrees this property transfer does not satisfy all of his obligations to PB and Grantor shall continue to be responsible for the sums due PB as set forth in their Loan Agreements, Promissory Notes and/or Trust Deeds.

WITNESS my hand this 24th day of June, 2010.

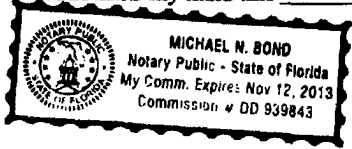
[Signature]
John Graham a/k/a Jack Graham

FLORIDA
STATE OF ~~TENNESSEE~~
COUNTY OF _____

On this 24th day of June, 2010, before me personally appeared John Graham a/ka Jack Graham, to me known or proved to me upon satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed.

Michael N. Bond
Notary Public
My Commission Expires: 11/12/13

WITNESS my hand this 24th day of June, 2010.

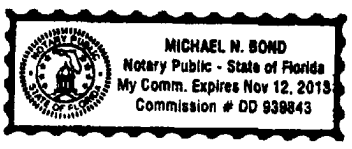


[Signature]
Kelley S. Graham

FLORIDA
STATE OF ~~TENNESSEE~~
COUNTY OF _____

On this 24th day of June, 2010, before me personally appeared Kelley S. Graham, to me known or proved to me upon satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed.

Michael N. Bond
Notary Public
My Commission Expires: 11/12/10



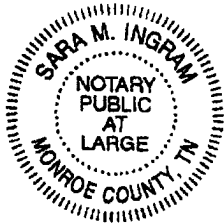
Affidavit of Value

I, Jim McDonald, Vice-President of Peoples Bank of East Tennessee, hereby swear or affirm that the mutual consideration for this transfer, or value of the property or interest for property transferred, whichever is greater is \$ 75,000.00. Said property is being returned to the secured party in accordance with default of various deeds of trust.

Jim McDonald, V.P.

Affiant, Jim McDonald, Vice-President
on behalf of Peoples Bank of East Tennessee

Subscribed and sworn to before me this 29th day of June, 2010



Sara M. Ingram
Notary Public

My Commission Expires: 2/22/2012

BK/PG: WD342/562-566

10013531

5 PGS : AL - DEED LIEU FORECLOSURE	
DEB BATCH: 27285	
07/01/2010 - 10:50:16 AM	
VALUE	75000.00
MORTGAGE TAX	0.00
TRANSFER TAX	277.50
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	305.50

STATE OF TENNESSEE, MONROE COUNTY
MILDRED ESTES
REGISTER OF DEEDS