WARRANTY DEED

BOOK 6221 PAGE 142

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Secretary of Housing and Urban Development	Secretary of Housing and Urban Development	81-10-324
(NAME)	(NAME)	
	1 Commerce Place, Suite 1600	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Washington, D.C.	Nashville, TN 37239	8DA-12635
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

STATE OF TENNESSEE
COUNTY OF

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

Subscribed and sworn to before me, this the _____ day of _____, 19____

Affiant

My commission expires: _____ (Affix Seal)

This conveyance is tax exempt.

Notary Public

This Instrument prepared by:
William P. Dougan
401 Davidson Rd.
Nashville, TN 37205

FHA Case No. 483-084529
Gill Case No. 0067073

STATE OF TENNESSEE

COUNTY OF DAVIDSON

THIS INDENTURE, made and entered into this 30th day of December, 1983, by and between Dock Sutton, Jr. and wife, Alice Sutton party of the first part, and SECRETARY OF HOUSING AND URBAN DEVELOPMENT, of Washington, D.C., his successors and assigns, party of the second part.

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the said party of the second part the following described real estate situated and being in the City of Nashville, County of Davidson, State of Tennessee, to-wit:

LAND in Davidson County, Tennessee, being the southerly 50 feet of the northerly 60 feet of the easterly 150 feet of Lot No. 20 on the Plan of Georgia Industrial Realty Company's Subdivision, of record in Book 421, page 188, Register's Office for Davidson County, Tennessee.

SAID part of Lot No. 20 fronts 50 feet on the westerly margin of 24th Avenue North and extends back between parallel lines, 150 feet to a dead line.

Being the same property conveyed to Dock Sutton, Jr. and wife, Alice Sutton by warranty deed of record in Book 5890 page 145, said Register's Office.

The attached Estoppel Affidavit is incorporated herein by reference thereto.

This conveyance is subject to any easements and restrictions of record.

This conveyance is subject to Davidson County taxes for 1983, a lien which is due and payable, but not delinquent, in the amount of $44.40.

unimproved ( )
This is improved (X) property, knows as 1629 (House Number) 24th Avenue North (Street)

Nashville, Tennessee 37208
(P.O. ADDRESS) (City or Town) (Zip Code)

This conveyance is made to the Secretary of Housing and Urban Development, Washington, D.C., at the express direction of The Richard Gill Company, holder of the note and deed of trust.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto the said party of the second part, his successors and assigns, in fee simple, forever.

And the said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same, that the same is unencumbered except as to an encumbrance evidenced by a deed of trust originally executed to Donald L. Poleway and D. Gene Merrill, Trustees, dated the 19th day of May, 1982, for Dominion Bancshares Mortgage Corporation to secure the payment of a note of even date therewith in the principal sum of $ 28,800.00, which deed of trust is recorded in Book 5980, Page 148, in the office of the Register of Deeds, Davidson County, Tennessee, and which deed of trust was validly assigned to The Richard Gill Company, and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows: One Dollar ($1.00) cash in hand to first party paid and other good and valuable considerations to first party passing, the receipt of all of which is hereby acknowledged.

WITNESS THE signature(s) of the party of the first part the day and year first above written.

Dock Sutton, Jr.

Dock Sutton, Jr.

Alice Sutton

Alice Sutton

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On this 30th day of December, 1983, before me, a notary public in and for said State and County, duly commissioned and qualified, personally appeared Dock Sutton, Jr. and wife Alice Sutton to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

WITNESS my hand and Notarial Seal at office the day and year above written.

William P. Wright

Notary Public

My Commission expires:

October 21, 1984

RUSH

100004

IDENTIF. REFERENCE

JAN 26 1 10 PM '84

FILED AND RECORDED
DAVIDSON COUNTY, TN

9155 01/26/84 CHECK

ESTOPPEL AFFIDAVIT

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THIS AFFIDAVIT MADE THIS 30th day of December, 19 83 by Dock Sutton, Jr. and wife, Alice Sutton hereinafter referred to as Grantors, WITNESSETH:

That the Grantors, or their predecessors in title, did on the 19th day of May 19 82, execute and deliver a certain promissory note in the principal sum of $ 28,800.00 and secured by a mortgage bearing even date and duly recorded in the County Clerk's Office in Davidson County, Tennessee, covering the real estate more particularly described as follows:

Being part of Lot No. 20 on the Plan of Georgia Industrial Realty Company's Subdivision, of record in Plat Book 421, page 188, and more fully described in the deed being recorded simultaneously herewith.

The property address is: 1629 24th Avenue North, Nashville, TN 37208

The word mortgage as used herein may be construed to mean Deed of Trust as appropriate.

The Grantors have defaulted in the payments due on said note and are unable to meet the obligations of said note and mortgage according to the terms thereof.

That the said Grantors are the parties who made, executed and delivered that certain deed to the Sec'y HUD, Washington, D.C., dated the 30th day of December, 19 83, conveying the above described property. The said Grantors hereby acknowledge, agree and certify that the aforesaid deed was an absolute conveyance of the Grantors' rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also convey, transfer and assign the Grantors' rights of possession, rentals, and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantors have received a full and complete release of personal liability on said note together with the cancellation of record by said Grantee and the delivery to the affiant of the note secured by said mortgage duly cancelled, receipt of which cancelled note is hereby acknowledged.

Said deed was given voluntarily by the Grantors to the Grantee, in good faith on the part of Grantors and Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantors or Grantee and was not given as a preference against any other creditors of said Grantors. Said deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of all Grantors' rights, title and interest of every character in and to said property.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

Dock Sutton, Jr.

Alice Sutton

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On this 30th day of December, 19 83, before me personally appeared Dock Sutton, Jr. and wife Alice Sutton, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained. Witness my hand and seal on the date above shown.

My Commission Expires: 10/21/84

William D. Dougan

Notary Public

WILLIAM D. DOUGAN NOTARY PUBLIC STATE OF TENNESSEE