Bill

FHA CASE 3 483-098856-721

This instrument prepared by:
Richard Manson, Attorney
Suite 200, Jefferson Plaza
939 Jefferson Street
Nashville, TN 37209

New owner: Send Tax Bills:
Sect. of Housing & Urban
Development
One Commerce Place
16th Floor
Nashville, TN 37239

DEED IN LIEU OF FORECLOSURE BOOK 6956 PAGE 181

THIS INDENTURE, made this 20th day of August, 1986, between Brian K. Wiley and wife, Nola G. Wiley, hereinafter called GRANTORS, and the Secretary of Housing and Urban Development, his successors and assigns, hereinafter called GRANTEE.

W I T N E S S E T H:

THAT Brian K. Wiley and wife, Nola G. Wiley, executed a Deed of Trust on 5th day of November, 1984 which was recorded in Book No. 6420, page 990 and Register's Office of Davidson County, Tennessee, a promissory note fully described in said Deed of Trust; and

THAT Capitol Mortgage Corporation assigned the Deed of Trust of record in Book No. 6420, page 990, to the Secretary of Housing and Urban Development in Book No. 6787 Page 442 Register's Office of Davidson County, Tennessee.

THAT FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration, the GRANTORS have bargained and sold, and by these presents do transfer and convey unto the said GRANTEE, his successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

> BEING the east 50 feet of Lot No. 20 on the Map of Bush Spain's Subdivision of part of the Zack Stull Lands, as of record in Book 161, page 129, Register's Office, Davidson County, Tennessee.
>
> Being the same property conveyed to the grantors by deed of even date being recorded simultaneously herewith.
>
> Total principal indebtedness under any contingency is $36,589.00

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his successors and assigns forever. We covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that the same is unencumbered except as otherwise herein set out.

WE further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his successors and assigns, against the lawful claims of all persons whomsoever.

THIS DEED is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefore in addition to that hereinabove set forth is the full release of all debts, obligations, and charges heretofore existing on

account of and by the terms of that certain Deed of Trust on the property herein conveyed. Said Deed of Trust is dated November 5th, 1984 executed by Brian K. Wiley and wife, Nola G. Wiley and recorded in Book 6420, Page 990, in the Register's Office for Montgomery County, Tennessee, and this conveyance is for the purpose of completely satisfying said obligation and terminating said Deed of Trust and notes secured thereby, and any effect thereof in all respects.

THE GRANTORS further warrant that, as of the date of execution of this instrument, they do not own any other property subject to a mortgage incurred by the Federal Housing Administration or held by the Secretary of Housing and Urban Development; and further that they have not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Brian K. Wiley

BRIAN K. WILEY

Nola G. Wiley

NOLA G. WILEY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Brink K. Wiley, Nola G. Wiley the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 20th day of August, 1986.

NOTARY PUBLIC

My Commission Expires: 1-14-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $ 43,285.00.

AFFIANT

Subscribed and sworn to before me, this the 21st day of August, 1986.

Notary Public

My Commission Expires: 1-14-88

Map & Parcel No.

72-9-150

RETURN TO:
Richard Manson, Attorney
MANSON, JACKSON & ASSOCIATES
Suite 200, Jefferson Plaza
939 Jefferson Street
Nashville, TN 37208

PROPERTY ADDRESS:

903 Spain Avenue
Nashvile, TN 37216

34082

IDENTIFICATION

AUG 21 1 22 PM '86

REGISTER'S OFFICE DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 43,285.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF August 1986

Deputy Register