WILLER 89-0792-FI
3443 A & B Brick Church

LOAN NO. 56201

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This instrument prepared by:
I. Dyke Tatum, Attorney
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennessee 37203

New Owner - Send Tax Bills:
Secretary of Housing & Urban Development
251 Cumberland Bend Drive, Suite 200
Nashville, Tennessee 37228-1803

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 24th day of April, 1989, between Medford O. Willer and wife, Lois A. Willer, hereinafter called GRANTORS, and the Secretary of Housing and Urban Development, his successors and assigns, hereinafter called GRANTEE.

0135 07/31 0101 03CHECK 6.00

W I T T N E S S E T H:

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, a part of that said consideration being more particularly described in that certain Agreement entered into by and between the Grantors and Grantees dated April 6, 1989, 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:

LAND in Davidson County, Tennessee, being Lot No. 5 on the Plan of Village by the Creek, Section One, Revised, of record in Plat Book 6200, page 29, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to Medford O. Willer by deed from James S. Sweeney, Jr. of record in Book 6431, page 779, in the Register's Office for Davidson County, Tennessee.

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, to wit: the Deed of Trust set forth below and municipal and zoning ordinances, recorded easements, building and use restrictions and covenants, taxes and special assessments and the mortgage to First Investment Company.

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 assings, 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 October 15, 1986, executed by Medford O. Willer and wife, Lois A. Willer, and recorded in Book 7013, page 839, in the Register's Office for Davidson 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 insured 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.

Medford O. Willer

Lois A. Willer

3291.

NTIFF REFERENCE

31 8 43 AM '89

J. Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

BOOK

STATE OF Nevada

COUNTY OF Clark

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Medford O. Willer and wife, Lois A. Willer 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 Las Vegas, Nevada this 24th day of April, 1989.

Jean Strawn
Notary Public

My Commission Expires: 12/20/90

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JEAN STRAWN
My Appointment Expires Dec. 20, 1990

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual value or consideration, whichever is greater for this transfer is $69,045.64.

Tommy Harris
Affiant

Subscribed and sworn to before me, this the 28th day of July, 1989.

Sandra C Vaughan
Notary Public

My Commission Expires: 5-22-93

SANDRA C. VAUGHAN