B-422

MAP PAR: 26-6-62

MIZE 89-1103-SB

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

BOOK 7956 PAGE 255

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this ____ day of August, 1989, between Martha Ann Mize, unmarried, (now known as Martha Ann Mize Baylor) and husband, James B. Baylor, Jr., hereinafter called GRANTORS, and the Secretary of Housing and Urban Development, his successors and assigns, hereinafter called GRANTEE.

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

THAT FOR AND IN CONSIDERATION ofthe 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:

LAND in Davidson County, Tennessee, being Lot No. 33 on the Plan of Windsor Green, Phase, I, Section II, of record in Book 6250, page 45 and re-recorded in Book 6200, page 233, said Register's Office.

SAID Lot No. 33 fronts 35 feet on the westerly margin of Cheshire Court and extends back 97.50 feet on the southerly line and 97.50 feet on the northerly line, to a dead line in the rear measuring 35 feet thereon.

BEING the same property conveyed to Martha Ann Mize, unmarried, by deed from Randall Phillips Builders, Inc. of record in Book 6621, page 355, 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.

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 July 31, 1985, executed by Martha Ann Mize, unmarried, and recorded in Book 6621, page 358, 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 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.

James Buckley Baylor Jr
JAMES BUCKLEY BAYLOR JR.

Martha Ann Mize Baylor
MARTHA ANN MIZE BAYLOR

IDENTIFI REFERENCE
Oct 6 11 19 AM '89
DAVIDSON COUNTY, TN
72291

STATE OF Alabama

COUNTY OF Jefferson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Martha Ann Mize Baylor and husband, James B. Baylor, Jr. the bargainor, 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 Birmingham, Alabama this 25th day of August, 1989.

Gail R. Davis
Notary Public

GAIL R. DAVIS NOTARY PUBLIC ALABAMA

My Commission Expires: June, 1992

STATE OF Alabama

COUNTY OF Jefferson

The actual value or consideration, whichever is greater for this transfer is $57,688.78.

Affiant

Subscribed and sworn to before me, this the _____ day of August, 1989.

Notary Public

My Commission Expires: _____

RETURN TO:
I. DYKE TATUM, ATTORNEY
SUITE 200, ARENA PLACE
2001 CHARLOTTE AVENUE
NASHVILLE, TENNESSEE 37203

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