FHA 483-0967280-3203

This instrument prepared by:
Richard Manson, Attorney
1314 5th Avenue North
Germantown Center, Suite 300
Nashville, Tennessee 37208

New owner: Send Tax Bills:
Secretary of Housing & Urban
Development
Cumberland Bend Office Centre
251 Cumberland Bend Drive
Suite 200
Nashville, TN 37228-1803

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 25th day of October, 1989, between Paul R. Montgomery and wife, Violet M. Montgomery, 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 Paul R. Montgomery and wife, Violet M. Montgomery, executed a Deed of Trust on the 29th day of June, 1984, which was recorded in Book 6332, page 371, Register's Office for Davidson County, Tennessee, a promissory note fully described in said Deed of Trust; and

THAT Dominion Bancshares Mortgage Corporation assigned the said Deed of Trust to the Secretary of Housing and Urban Development, in Book 6965, Page 471, Register's Office for 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 GRANTOR has 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 north part of Lot No. 20 on the Map of Casper Zopfi Place, of record in Book 332, page 167, Register's Office for Davidson County, Tennessee, to which map reference is made for a more complete legal description.
>
> Being the same property conveyed to Paul R. Montgomery and wife, Violet M. Montgomery by deed from Rodger Marshall Vassar and wife, Sarah Elizabeth Vassar of record in Book 6332, page 371, said Register's Office.

TOTAL MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS -0-; EXEMPT TRANSACTION, GOVERNMENT AGENCY IS HOLDER OF INDEBTEDNESS.

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

June 29, 1984, executed by Paul R. Montgomery and wife, Violet M. Montgomery, recorded in Book 6332, page 371, 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 GRANTOR further warrant that, as of the date of execution of this instrument, he does 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.

Paul R Montgomery
PAUL R. MONTGOMERY

Violet M. Montgomery
VIOLET M. MONTGOMERY

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 PAUL R. MONTGOMERY and VIOLET M. MONTGOMERY, bargainor(s), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee this 25th day of October, 1989.

Mrs. Jean West
NOTARY PUBLIC

My Commission Expires: 11-21-92

PROPERTY ADDRESS:
1053 E. Trinity Lane
Nashville, Tennessee 37216

RETURN TO:
Richard Manson,
Attorney at Law
1314 5th Avenue North
Germantown Center, Suite 300
Nashville, Tennessee 37208-2726

88455

IDENTIF. REFERENCE

Dec 11 3 10 PM '89

DAVIDSON COUNTY TN.

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