Box 43

BOOK 8045 PAGE 987

DEED IN LIEU OF FORECLOSURE

MAP #092-08-0
PARCEL #133.0
FIELD BOOK #03W-09515

This instrument prepared by:
ADAMS, TAYLOR, PHILBIN,
OIGUE & MARCHETTI
One Union Street
Nashville, Tennessee 37201

(NO MORTGAGEE
(New Owner-Send Tax Bills:
(Department of Housing and
(Urban Development
(251 Cumberland Bend Drive
(Suite 200
(Nashville, Tennessee 37228

THIS INDENTURE, made this 4th day of January, 19 90, between Keith Benion and wife, Cheryl L. Robinson, hereinafter called GRANTORS, and the Secretary of Housing and Urban Development, his successors and assigns, hereinafter called GRANTEE.

WITNESSETH:

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/her successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Being Lot No. 19A, Zone Lot Division of Lots 18-20, J. R. Hudson Plan, as of record in Book 6200, Page 510, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Keith Benion, unmarried, by deed from Johnnie Bond & Associates, Inc. and Canaan Properties, Inc., of record in Book 7056, Page 396, re-recorded in Book 7077, Page 512, Register's Office for said County.

This is improved property also known as 419 Fisk Street, Nashville, Tennessee 37203.

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/her 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/her 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 24, 1986, executed by Keith Benion, Unmarried, and recorded in Book 7056, Page 399, re-recorded in Book 7077, Page 514, 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 Federal Housing Administration, and further that they have not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Cheryl L. Robinson, wife of Keith Benion, joins in this instrument for the purpose of conveying any right, title or interest that she may have in the above described property.

IN WITNESS WHEREOF, the parties have hereunto signed their names on the date first written above.

Keith Benion
KEITH BENION

Cheryl L. Robinson
CHERYL L. ROBINSON

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 Keith Benion and wife, Cheryl L. Robinson, 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 4th day of January, 1990.

Janice M. Cheng
Notary Public

My Commission Expires: 5-20-92.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater for this transfer is $ 1.00.

Affiant

Subscribed and sworn to before me, this 4th day of January, 1990.

Janice M. Cheng
Notary Public

My Commission Expires: 5-20-92.

03941 IDENTIF. REFERENCE FEB 14 2 43 PM '90 2000 02/14 0101 03CHECK 6.00