WARRANTY DEED GIVEN IN LIEU OF FORECLOSURE

PREPARED BY:

J. K. WOODARD
Attorney at Law
175 East Main Street
Metro Federal Savings & Loan Bldg.
Hendersonville, TN 37075
822-0030

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater for this transfer is $ 1100,000.00.

James R. Lowery
Affiant

SWORN to and subscribed before me on this the 13th day of ~~December, 1989.~~ 1990

J. K. Woodard
NOTARY PUBLIC

My Commission Expires: Feb. 29, 1992

MORTGAGEE:

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NO.
OLD HICKORY CREDIT UNION	Same	163-37.00
1000 Industrial Drive		
Old Hickory, TN 37138		

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named **GRANTEES** and other good and valuable consideration the receipt of which is hereby acknowledged, we, **W. K. WRIGHT and wife, SHERYL WRIGHT**, hereinafter called the **GRANTORS**, have bargained and sold and by these presents, do transfer and convey unto **OLD HICKORY CREDIT UNION**, hereinafter called **GRANTEES**, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A tract or parcel of land in the 2nd Civil District of Davidson County, Tennessee, in the Northwest quadrant of the intersection of Mount View Road and Rural Hill Road bounded and described as follows:

BEGINNING at an iron pin at said intersection in the North right-of-way of Mount View Road and the West right-of-way of Rural Hill Road; thence with said North right-of-way North 54 deg. 47 min. West 39.43 feet; thence with a curve to the right having a radius of 625.70 feet for an arc length of 231.75 feet; thence North 33 deg. 33 min. West 125.94 feet; thence with a curve to the left having a radius of 436.10 feet for an arc length of 90.92 feet to an iron pin in said North right-of-way, corner to Lundborg; thence with Lundborg and with the fence South 86 deg. 48 min. 47 sec. East 347.71 feet to an iron pin in the West right-of-way of Rural Hill Road; thence with said West right-of-way South 4 deg. 30 min. West 344.73 feet to the place of beginning containing 1.53 acres, more or less.

BEING the same property conveyed to W. K. WRIGHT and wife, SHERYL WRIGHT by Deed from C. DON TYNER and DEBRA MAYFIELD of record in Book 7005, Page 492, Register's Office for Davidson County, TN.

This Deed is an absolute conveyance of title in effect as in form and is not intended as a mortgage, Deed of Trust, trust conveyance, or security of any kind. The consideration therefore is payment of Ten Dollars in cash, respectively, by the Grantee to the Grantors and by the Grantors to the Grantee, the receipt of which is hereby acknowledged; and the further consideration therefore is cancellation of the Grantors' personal liability to the extent of $1,100,000.00 of the present outstanding balance of the original indebtedness of $1,253,833.75 evidenced by the note secured by said Deed of Trust at Book 7604, Page 107, Register's Office of Davidson County, Tennessee, and release by the Grantee of the debts, notes, obligations, costs and charges heretofore subsisting on account and by the terms of that certain Deed of Trust heretofore existing on the property herein conveyed, executed by the Grantors herein, W. K. WRIGHT and wife, SHERYL J. WRIGHT, to D. J. Brewer, Trustee of record in Book 7604, Page 107, Register's Office for Davidson County, Tennessee (but only with respect to the property herein conveyed); except that the consideration recited herein is agreed between the Grantors and the Grantee to effect no merger of said Deed of Trust at Book 7604, Page 107, Register's Office of said County, into this deed which would affect in any way any future foreclosure or other exercise of all available rights by the Grantee under said Deed of Trust with respect to that portion of the present outstanding balance of said original indebtedness of $1,253,833.75 which was not cancelled under the terms of this Deed and for which Grantors continue to have personal liability.

This is (improved/unimproved) property known as INTERSECTION OF MOUNT VIEW & AND RURAL HILL ROAD, Nashville, TN.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, title and interest thereto belonging to the said **GRANTEES**, their heirs and assigns, forever; and we do covenant with the said **GRANTEES** that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs, and representatives, to warrant and forever defend the title to the said land to the said **GRANTEES**, their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

OLD HICKORY CREDIT UNION joins in the execution of this Deed for the limited purpose of evidencing its consent to the terms hereof.

WITNESS our hands this 14 day of ~~January~~ February, 1990, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

W. K. Wright — Sheryl J. Wright

W. K. WRIGHT — SHERYL J. WRIGHT

OLD HICKORY CREDIT UNION

BY: * D. J. Brewer, V. Pres.

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

BEFORE me, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, W. K. WRIGHT and wife, SHERYL J. WRIGHT, the bargainors, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Old Hickory, Tennessee, this the 13th day of ~~January~~ FEBRUARY, 1990.

NOTARY PUBLIC

My Commission Expires: Feb 29, 1992

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BEFORE ME, undersigned, a Notary Public of the State and County aforesaid, personally appeared, D.J. BREWER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be VICE PRESIDENT (or other officer authorized to execute the instrument) of the OLD HICKORY CREDIT UNION, the within named bargainor, a corporation, and that D.J. BREWER as such VICE PRESIDENT, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as VICE PRESIDENT.

Witness my hand and seal of office in OLD HICKORY, DAVIDSON, Tennessee, this the 13TH day of ~~January~~ FEBRUARY, 1990.

NOTARY PUBLIC

KATHY H. WATSON NOTARY PUBLIC AT LARGE

My Commission Expires: 12/7/92

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IDENTIF. TREFERENCE

FEB 16 11 49 AM '90

DAVIDSON COUNTY