Box 43

BOOK 8231 PAGE 718

DEED IN LIEU OF FORECLOSURE

MAP #91-11
PARCEL #137
FIELD BOOK #12W 11305

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

(NO MORTGAGEE
(New Owner-Send Tax Bills:
(Auto Glass Employees Federal
(Credit Union
(6201 Centennial Blvd.
(Nashville, Tennessee 37209

THIS INDENTURE, made this 19 day of SEPT, 1990, between James M. Wakefield and wife, Mildred R. Wakefield, hereinafter called GRANTORS, and Auto Glass Employees Federal Credit Union, its 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, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, bound and described as follows, to-wit:

Being Lot Nos. 1215, 1217 and 1219 of Block No. 176 West Extension of Plan No. 1 of West Nashville, which plan is of record in Book 57, Page 173, Register's Office for Davidson County, Tennessee.

Said lots Nos. 1215, 1217, and 1219 front 25 feet each on the northerly side of Indiana Avenue and extend back between parallel lines 150 feet to an alley.

Being the same property conveyed to James M. Wakefield and wife, Mildred Ruth Wakefield by deed of record in Book 6585, Page 38, Register's Office for Davidson County, Tennessee.

This is improved property also known as 5312 Indiana Avenue, Nashville, Tennessee 37209.

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 the 15th day of August, 1988, executed by James M. Wakefield and wife, Mildred Ruth Wakefield, and recorded in Book 7632, Page 321, 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.

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.

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

JAMES M. WAKEFIELD

MILDRED R. WAKEFIELD

STATE OF TENNESSEE }
} ss.
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James M. Wakefield and wife, Mildred R. Wakefield, 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 19th day of September, 1990.

Janice M. Cheng
Notary Public

My Commission Expires: 5-20-92.

STATE OF TENNESSEE }
} ss.
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater for this transfer is $ 47,500.00.

Affiant

Subscribed and sworn to before me, this 15th day of October, 1990.

Janice M. Cheng
Notary Public

My Commission Expires: 5-20-92.

70217

IDENTIF. REFERENCE

Nov 5 1 34 PM '90

FELIX Z. ANGLIN, JR.
DAVIDSON COUNTY TN.

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