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FHA 483-080009-3265

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
and Urban Development
Cumberland Bend Office Centre
251 Cumberland Bend Drive, Suite 200
Nashville, Tennessee 37228-1803

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 16th day of November, 1988, between Herbert A. Smith and wife, Joyce A. Smith, 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 Herbert A. Smith and wife, Joyce A. Smith, executed a Deed of Trust on the 26th day of September, 1980 which was rerecorded in Book 5658, page 4, Register's Office for Davidson County, Tennessee, a promissory note fully described in said Deed of Trust; and

THAT Western Pacific Financial Corporation assigned the said Deed of Trust to the Secretary of Housing and Urban Development of Washington, D.C., in Book 7180, Page 808, 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 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. 65 on the Plan of Haywood Forest, Section III, of record in Book 5200, page 245, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Herbert A. Smith and wife, Joyce A. Smith by deed from Bob Potter Company, of record in Book 5658, page 1, 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 September 26, 1980, executed by Herbert A. Smith and wife, Joyce A. Smith and recorded in Book 5658, page 4, 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.

Herbert A. Smith

Herbert A. Smith

Joyce A. Smith

Joyce A. Smith

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 Herbert A. Smith and wife, Joyce A. Smith, the bargainor(s), 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, TN this 16th day of November, 1990.

NOTARY PUBLIC

11/16/91
NOTARY EXPIRATION DATE

PROPERTY ADDRESS:
104 Colemont
Nashville, Tennessee

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

73336

IDENTIF. TREFERENCE

Nov 16 3 06 PM '90

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

[illegible] 1101 XECHECK

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