DEED IN LIEU OF FORECLOSURE

MAP #108-16
PARCEL #109
FIELD BOOK #03D 77935

This instrument prepared by:
ADAMS, TAYLOR, PHILBIN,
PIGUE & 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 21 day of December, 19 90, between Danny Ray Smith, unmarried, 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. 15A, Zone Lot Division, Lakeview Subdivision, Section 4, as of record in Book 6250, Page 212, 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 David T. Johnson and wife, Leta G. Johnson, and Eugene P. Davis, by deed of record in Book 6938, Page 506, the respective interests of the parties being more specifically defined in a Shared Equity Agreement of record in Book 6938, page 514, said Register's Office, the said Eugene P. Davis and wife, Saundra L. Davis having subsequently conveyed their interest in said property to David T. Johnson and wife, Leta G. Johnson, by quitclaim deed of record in Book 7839, Page 461, the said David T. Johnson and wife, Leta G. Johnson having subsequently conveyed the property to Danny Ray Smith and David Lee Wyatt, both single persons, and as joint tenants with the right of survivorship, not as tenants-in-common, by deed of record in Book 7839, page 463, the said David Lee Waytt having subsequently conveyed his interest in the property to Danny Ray Smith, unmarried, by quitclaim deed of record in Book 7896, Page 301, re-recorded in Book 7920, Page 46, said Register's Office.

This is improved property also known as 3201 Priest Woods Drive, Nashville, Tennessee 37214.

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 July 30, 1986, executed by David T. Johnson and wife, Leta G. Johnson, and Eugene P. Davis and wife, Saundra Louise Davis, and recorded in Book 6938, Page 509, 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.

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

Danny Ray Smith
DANNY RAY SMITH

STATE OF Wyoming }
} ss.
COUNTY OF Natrona }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Danny Ray Smith, unmarried, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Casper, Wyoming, this 31st day of December, 1990.

Klrinda Hitshew
Notary Public

My Commission Expires: Sept. 28, 1993.

KLRINDA HITSHEW - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 28, 1993

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater for this transfer is $ 82,000.00.

Michael J. Hall
Affiant

Subscribed and sworn to before me, this 22nd day of January, 1991.

Janice M. Cheng
Notary Public

My Commission Expires: 5-20-92.

1991 01/22 1101 03CHECK 6.00

JAN 22 1 03 PM '91
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

IDENTIF. TREFERENCE

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