FHA 483-1394057-703

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 & Urban
Development
Cumberland Bend Office Centre
251 Cumberland Bend Drive
Suite 200
Nashville, TN 37228-1803

IDENTIF. REFERENCE

13972

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 3rd day of May, 1991, between Charles W. Myers and wife, Jacqueline B. Myers, 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 Charles W. Myers and wife, Jacqueline B. Myers, executed a Deed of Trust on the 20th day of May, 1988, which was recorded in Book 7550, page 71, Register's Office for Davidson County, Tennessee, a promissory note fully described in said Deed of Trust; and

THAT Century Mortgage Corp, assigned the said Deed of Trust to The Florida Group, Inc. in book 7550, Page 77 and;

The Florida Group, Inc. assigned the said Deed of Trust to SCG Mortgage Corporation in Book 7580, Page 85 and rerecorded in Book 7879, Page 588 and

THAT SCG Mortgage Corporation, assigned the said Deed of Trust to the Secretary of Housing and Urban Development of Washington, D.C., in Record Book 8103, Page 510, 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 GRANTOR has 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 Rutherford County, Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 25 on the plan of Section Two, Timberwood Estates, as of record in Book 6250, Page 882, Register's Office for Davidson County, Tennessee, two which plan reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Charles W. Myers and wife, Jacqueline B. Myers, by deed from Earheart Realty and Construction Company, Inc. of record in Book 7550, Page 68, 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.

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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 May 20, 1988, executed by Charles W. Myers and wife, Jacqueline B. Myers, and recorded in Book 7550, Page 71, 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 GRANTOR further warrant that, as of the date of execution of this instrument, he does 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.

Charles W. Myers

Charles W. Myers

Jacqueline B. Myers

Jacqueline B. Myers

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 Charles W. Myers and wife Jacqueline B. Myers, bargainor(s), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 3 day of January, 1991

NOTARY PUBLIC

My Commission Expires: 3-27-93

PROPERTY ADDRESS:
3669 Chesapeake Drive
Nashville, Tennessee 37207

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

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