DEED IN LIEU OF FORECLOSURE BOOK 8423 PAGE 672

KNOW ALL MEN BY THESE PRESENTS, that Sam B. and Wife, Valerie B. Seidner, (husband and wife) (a single person), hereinafter called Grantor, for the consideration hereinafter stated, do hereby bargain, sell, remise, release and convey unto Norwest Financial Tennessee, Inc., hereinafter called Grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Davidson, State of Tennessee, described as follows:

Being Lot No. 388 on the Plan of Harpeth Valley Park, Section 3, as of record in Book 4175, Page 15, Register's Office for said County.

Said Lot No. 388 fronts 77 feet on the westerly side of Harpeth Knoll Road, and extends back 211.5 feet on the northerly line and 204.5 feet on the southerly line, to a dead line in the rear, measuring 77.3 feet thereon.

Being the same property conveyed to Sam B. Seidner and wife, Valerie B. Seidner by deed from Donald A. Griffin and wife, Mary B. Griffin of record in Book 6301, Page 158, Register's Office for Davidson County, Tennessee.

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage and that in any proceeding to foreclose that mortgage Grantee shall not seek, obtain or permit a deficiency judgment against Grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor does not vacate the property by June 15th, 1991 or attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

TN

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of Grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of Grantee's payment of $3500 to Grantor, to be paid when Grantee vacates the property, and Grantee's waiver of its rights to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on the 12th day of May, 19 91 by grantor in favor of John Bruno and recorded at Book 7841, Page 624, Document No. 301960, real property records of Davidson County, Tennessee on the 15th day of May, 19 91, and subsequently assigned to Norwest by assignment dated September 9th, 19 90, and recorded at Book 8219, Page 898, Document No. N/A, real property records of Davidson County, Tennessee.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ___ day of _____, 19__.

Valerie B. Seidner

STATE OF TENNESSEE)
) ss.
COUNTY OF Davidson)

On this the 12 day of June, 1991, before me, Kirk N Wills, the undersigned officer, personally appeared Sam & Valerie Seidner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Kirk N Wills
Notary Public

My commission expires 11/21/92

P/L/KUNZ
TN.1/2

PREPARED BY:
Owner: Norwest Financial
5320 Nolensville Rd.
37211

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TAX Bills: Same

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 79,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 20th DAY OF August 1991.

D. Edwards
Deputy Register

40169

RECEIVED FOR RECORD
Aug 20 9 34 AM '91
REGISTER'S OFFICE

4860 08/20 0101 03CHECK 302.30

Garry P. LaCivita
Manager

NORWEST FINANCIAL

Norwest Financial
Huntington Square
5320 Nolensville Road
Nashville, TN 37211
615/331-2600
FAX # 615/333-5715

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO CONVEYANCE	CC CERTIFIED COPY	MISC MISCELLANEOUS
MO MORTGAGE	REL RELEASE	CO TX STATE TAX CONVEY
WD WARRANTY DEED	UCC UNIFORM COMMERCIAL CODE	MO TX STATE TAX MORT
TD TRUST DEED		PRFEE PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	79000.00
			CON TX	292.30
			PRFEE	1.00
			WDEED	9.00
			TOTAL	302.30
			CHECK	302.30

08/20/91 01 09:35 0001 4860

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

40169

IDENTIFICATION REFERENCE

AUG 20 9 34 AM '91

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

No. 451385