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BOOK 8455 PAGE 909

DEED IN LIEU OF FORECLOSURE

MAP #50-10
PARCEL #203
FIELD BOOK #12D 87571

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 9634 10/02 0101 03CHECK 6.00
(251 Cumberland Bend Drive
(Suite 200
(Nashville, Tennessee 37228

THIS INDENTURE, made this 3rd day of September, 1991, between Gerald D. Fridrich and Steve G. Fridrich, 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. 123B Zone Lot Division of Lots 12-17, 63-69, 123-135, 141-154, on the Plan of Chesapeake Homes, Section Four, as of record in Book 6250, Page 916, 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 Andrew Mallone and Ellis Mallone, and Gerald D. Fridrich, by deed of record in Book 7006, Page 108, the said Andrew Mallone and Ellis Mallone having quitclaimed their interest in said property to Gerald D. Fridrich and Steve G. Fridrich, by Quitclaim Deed of record in Book 8037, Page 483, Register's Office for Davidson County, Tennessee.

This is improved property also known as 3552 Chesapeake Drive, Nashville, Tennessee 37207.

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 26th day of September, 1986, executed by Andrew Mallone and Ellis Mallone and Geraldine Mallone and Gerald D. Fridrich and wife, Barbara W. Fridrich and Steve G. Fridrich and recorded in Book 7006, Page 111, re-recorded in Book 7037, Page 98, re-re-recorded in Book 7077, Page 449, re-re-re-recorded in Book 7134, Page 14, 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 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.

Gerald D Fridrich
GERALD D. FRIDRICH

Steve G Fridrich
STEVE G. FRIDRICH

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 Gerald D. Fridrich, 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 Nashville, Tennessee, this 3rd day of September, 1991.

Glenda G Bingham
Notary Public

My Commission Expires: 1-23-94

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 Steve G. Fridrich, 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 Nashville, Tennessee, this 3rd day of Septmber, 1991.

Glenda G Bingham
Notary Public

My Commission Expires: 1-23-94

STATE OF _____ }
}
COUNTY OF _____ }

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

_____
Affiant

Subscribed and sworn to before me, this _____ day of _____, 1991.

_____
Notary Public

My Commission Expires: _____

5.1 5 7.5

IDENTIFICATION REFERENCE

OCT 2 3 11 PM '91