$4.57

**DEED IN LIEU OF FORECLOSURE**

BOOK 8466 PAGE 583

Map #50-10
Parcel #134

This instrument prepared by:
TUNE, ENTREKIN & WHITE
21st Floor, First American Center
Nashville, Tennessee 37238

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 9TH day of September, 1991, between Gerald D. Fridrich and wife, Barbara W. 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:

> Land in Davidson County, Tennessee, being Lot No 46B, Zone Lot Division of Lots 44 through 48, Chesapeake Homes, Section Three, Chesapeake Homes, as of record in Book 6250, Page 326, 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 Clarence E. Manning, Jr., and wife, Shirley Manning by deed from Steve G. Fridrich and Gerald D. Fridrich and wife, Barbara W. Fridrich of record in Book 6827, Page 585, Register's Office for Davidson County, Tennessee, the said Clarence E. Manning, Jr. and wife, Shirley Manning having quitclaimed their interest in said property to Steve G. Fridrich and Gerald D. Fridrich, by Quitclaim Deed of record in Book 7165, Page 693, Register's Office for Davidson County, Tennessee.
>
> This improved property also known as 3342 Chesapeake Circle, Nashville, TN 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 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 8th day of April, 1986, executed by Clarence E. Manning, Jr., and wife Shirley Manning, and

Steve G. Fridrich, unmarried, Gerald D. Fridrich, et ux, Barbara W. Fridrich, recorded in Book 6827, Page 588, re-recorded in Book 6831, page 421, re-re-recorded in Book 7892, page 243 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 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 above written above.

Gerald D. Fridrich
GERALD D. FRIDRICH

STEVE G. FRIDRICH

Barbara W. Fridrich
BARBARA W. FRIDRICH

**STATE OF TENNESSEE)**
**COUNTY OF DAVIDSON)**

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared GERALD D. FRIDRICH, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

**WITNESS** my hand and official seal at office, on this the 9 day of September, 1991.

Glenda G Bingham
NOTARY PUBLIC

My Commission Expires: 1-23-94

**STATE OF TENNESSEE)**
**COUNTY OF DAVIDSON)**

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared STEVE G. FRIDRICH, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

**WITNESS** my hand and official seal at office, on this the 9 day of September, 1991.

Glenda G Bingham
NOTARY PUBLIC

My Commission Expires: 1-23-94

**STATE OF TENNESSEE)**
**COUNTY OF DAVIDSON)**

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared BARBARA W. FRIDRICH, the within named 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 foregoing instrument for the purposes therein contained.

**WITNESS** my hand and official seal at office, on this the 9 day of September, 1991.

Glenda S Bonfanti
NOTARY PUBLIC

My Commission Expires: 1-23-94

STATE OF [illegible])
COUNTY OF [illegible])

The actual consideration or value, whichever is greater for this transfer is $[illegible].

[illegible]
AFFIANT

Subscribed and sworn to before me, this 17th day of October, 1991.

Kim L. Wilson
NOTARY PUBLIC

My commission expires: 3-27-93

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