This instrument prepared by:

William P. Dougan
Attorney at Law
401 Davidson Road
Nashville, TN 37205

Grantor: Fredrick August Hoffman

Grantee: First Tenn. Bank National Association
FTB Loan No.: 034080-2
VA No.: 376-464

This is improved property at:

371 Rayon Drive
Old Hickory, TN 37138

Send Tax Bills To:

First Tennessee Bank Natl. Assn.
Box 84
Memphis, TN 38101-0084

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 49,893.87. Affiant: William P Dougan

Subscribed and sworn to before me, this 3rd day of March, 1992.

~~My Commission Expires~~:

B. Edwards - Dep. Reg.
~~Notary Public~~

W A R R A N T Y D E E D

IN LIEU OF FORECLOSURE

This indenture, made and entered into this 7th day of February, 1992, by and between

GRANTOR: Fredrick August Hoffman, party of the first part,

and GRANTEE: First Tennessee Bank National Association, party of the second part,

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold, and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in the city of Old Hickory, County of Davidson, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being the northerly portion of the rear of Lots 66, 67, and 68 on the Plan of Rayon City, as of record in Book 843, page 13, Register's office for Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point in the northeasterly margin of Rayon Drive, said point being 95 feet from the westerly margin of Ensley Drive, thence in a westerly direction with Rayon Drive 45 feet to a point; thence in a northeasterly direction 130 feet to a point; thence in a southeasterly direction 45 feet to a point; thence in a southwesterly direction 130 feet to the point of beginning.

Being the same property conveyed to Fredrick August Hoffman and wife Linda Susan Hoffman by deed of record in Book 7703 , page 380 , said Register's office.

Also being the same property conveyed by Linda Susan Hoffman to Frederick August Hoffman by Quitclaim Deed of record in Book 8332, page 438, said Register's office.

This conveyance is subject to all easements, restrictive covenants, and governmental controls and regulations of record, and taxes for 1992, which said taxes are not yet due or payable.

The ESTOPPEL AFFIDAVIT attached hereto is incorporated herein by reference thereto, is a part of the consideration for this agreement, and is entered into for the purpose of confirming that the conveyance herein is a Deed in Lieu of Foreclosure, and that it is not to be held in trust on my behalf or for my benefit.

The Estoppel Affidavit is to be recorded simultaneously with this Deed in Lieu of Foreclosure, and this conveyance is void and of no effect if the Estoppel Affidavit is not so recorded.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto the said party of the second part, his successors and assigns, in fee simple, forever.

And the party of the first part does hereby covenant with the party of the second part that we are lawfully seized of the aforedescribed real estate, that we have a good right to sell and convey the same, that the same is unencumbered except by a Deed Of Trust originally executed by the party of the first part to Thomas F. Baker, IV, Trustee, dated the 10th day of November 1988, to secure to First Tennessee Bank National Association the payment of a note of even date therewith in the principal sum of $ 42,240.00, which deed of trust is recorded as Book 7730, page 383, in the office of the Register of Deeds, Davidson County, Tennessee, and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows: One dollar cash in hand paid to the first party and other good and valuable considerations to first party passing, the receipt of all of which is hereby acknowledged.

WITNESS the signature of the party of the first part on the day and year first above written.

x Fedrick August Hoffman
Fedrick August Hoffman

STATE OF OREGON
COUNTY OF MARION

On this 7th day of February, 1992, before me, a Notary Public in and for said state and County, personally appeared Fredrick August Hoffman, to me known, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument as his free act and deed, for the purposes therein contained.

My Commission Expires:
4/11/93

Notary Public

NOTARY PUBLIC STATE OF OREGON

ESTOPPEL AFFIDAVIT

On this 6th day of February, 1992, I, Fredrick August Hoffman, hereafter referred to as GRANTOR, first being duly sworn, state as follows:

The Grantor did on the 10th day of November, 1988, execute and deliver a certain promissory note in the principal sum of $42,420.00, and secured by a deed of trust bearing even date and duly recorded in the Register's Office in Davidson County, Tennessee, in Book 7703 , page 383 , covering the real estate more particularly described as follows:

> Land in Davidson County, Tennessee, being the northerly portion of the rear of Lots 66, 67, and 68 on the Plan of Rayon City, as of record in Book 843, page 13, Register's office for Davidson County, Tennessee, and more particularly described as follows:
>
> Beginning at a point in the northeasterly margin of Rayon Drive, said point being 95 feet from the westerly margin of Ensley Drive, thence in a westerly direction with Rayon Drive 45 feet to a point; thence in a northeasterly direction 130 feet to a point; thence in a southeasterly direction 45 feet to a point; thence in a southwesterly direction 130 feet to the point of beginning.
>
> Being the same property conveyed to Fredrick August Hoffman and wife Linda Susan Hoffman by deed of record in Book 7703 , page 380 , said Register's office, and conveyed to me by Quitclaim Deed of record in Book 8332, page 438, said Register's office.
>
> The property address is: 371 Rayon Drive, Old Hickory, TN 37138

The Grantor has defaulted in the payments due on the said note, and is unable to meet the obligations of said note and mortgage according to the terms thereof.

The said Grantor has made, executed, and delivered a Warranty Deed in Lieu of Foreclosure, into which this Estoppel Affidavit is incorporated by reference. The said deed is filed simultaneously with this Estoppel Affidavit, and conveys the above described property to First Tennessee Bank National Association, Grantee, the holder of the said note.

The said Grantor, hereby acknowledges, agrees, and certifies that the aforesaid deed was an absolute conveyance of all of the Grantor's rights, title, and interest in and to the said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower, curtesy, and homestead rights in and to the said real estate. Grantor also conveys, transfers and assigns the Grantor's rights of possession, rentals, and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of the indebtedness outstanding, and in consideration of the premises hereof and in consideration of the conveyance the Grantor will receive a full and complete discharge and release of personal liability on said note.

Exhibit #1

Said Deed In Lieu Of Foreclosure was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and the Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee, and was not given as a preference against any other creditors of said Grantor.

The conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of Grantor's rights, title and interest of every character in said property. The Statutory Right of Redemption, TCA 66-8-101, is specifically waived by the Grantor.

This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all parties hereafter dealing with the Grantee who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrator, and assigns of the undersigned Grantor.

Fredrick August Hoffman

STATE OF OREGON
COUNTY OF MARION

Subscribed and sworn to before me this 6th day of February, 1992, at office in Marion County, Oregon.

My Commission Expires: 4/11/93

Notary Public

STATE OF OREGON
COUNTY OF MARION

On this 6th of February, 1992, before me personally appeared Fredrick August Hoffmann, to me known, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument as his free act and deed, for the purposes therein contained.

My Commission Expires: 4/11/93

Notary Public

89111

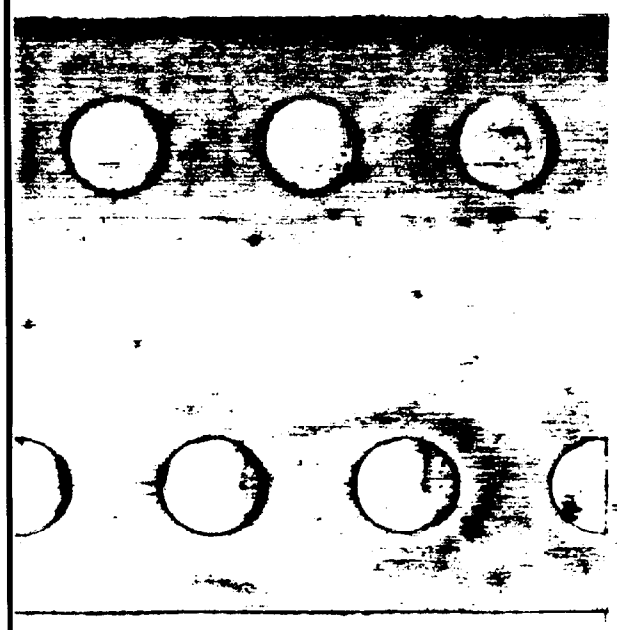
IDENTIF. REFERENCE

MAR 3 1 18 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

PICK-UP

2737 03/03 0101 03CHECK 197.63



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

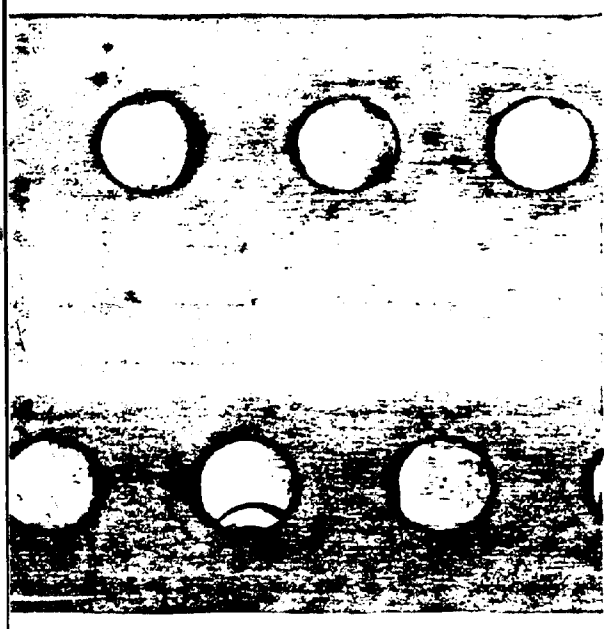
BOOK 8564 PAGE 958

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	49893.87
CON TX	184.63
PRFEE	1.00
WDEED	12.00
TOTAL	197.63
CHECK	197.63

03/03/92 01 13:18 0001 2737



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8911 11

IDENTIF. REFERENCE

MAR 3 1 18 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 507229