DEED IN LIEU OF FORECLOSURE

This instrument prepared by:

Robert P. Ziegler, Attorney, 1800 Third National Bank Building, Nashville, Tennessee 37219.

Address New Owner:

Ford Consumer Finance Company, Inc.
P. O. Box 650404
Dallas, Texas 75265-0404

Send Tax Bills To:

SAME

PICK-UP

Map - Parcel Number:

50-14-164

FELICIA W. ... REGISTER
DAVIDSON COUNTY, TN.
MAR 3 2 46 PM '92
IDENTIF. REFERENCE
89208

THIS INDENTURE made this 28th day of February, 1992, by and between James W. McClain and Gayle F. McClain, both unmarried, hereinafter called Grantors, and Ford Consumer Finance Company, Inc., its successors and assigns, hereinafter called Grantee:

W I T N E S S E T H

FOR AND IN CONSIDERATION OF the sum of One Dollar ($1.00), cash in hand paid to each of us, the receipt of which is hereby acknowledged, and other good and valuable consideration, the Grantors have bargained and sold, and by these presents do transfer and convey unto the said Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

BEING Lot No. 344 on the Plan of Section II, Parkwood Estates, as of record in Book 3300, page 5, Register's Office for said County, described as follows:

BEGINNING at a point in the north margin of Wilmoth Road at the corner of Lots Nos. 344 and 345; thence with the line between said lots, northerly 135.3 feet to a corner of Lot No. 346; thence with the line between Lots Nos. 344 and 346, northeasterly 15.3 feet to a corner of Lot No. 343; thence with the line between Lots 343 and 344, southeasterly 117.9 feet to the westerly margin of Wilmoth Court; thence with the margin of the same, southwesterly 89.19 feet to the beginning of a curve; thence around said curve, southwesterly 39.27 feet to the northerly margin of Wilmoth Road; thence with the margin of the same, westerly 60.67 feet to the point of beginning.

BEING the same property conveyed to James W. McClain and wife, Gayle F. McClain by deed from Lee V. Armstrong and wife, Catherine May Armstrong, of record in Book 4726, page 253, said Register's Office. The said James W. McClain and Gayle F. McClain having since divorced, and by Decree of record in Book 8541, page 890, said Register's Office, said property was divested out of James W. McClain and vested in Gayle F. McClain.

SUBJECT to any and all existing easements, setback lines and restrictive covenants of record in said Register's Office.

This property also known as 3201 Wilmoth Court, Nashville, Tennessee.

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, its 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 for mortgages of record in Book 4726, Page 255, to T. I. Holman, Jr., Trustee, and Book 7547, Page 762 to David W. McMackin, Trustee, and Book 7999, Page 374, to Real Estate Loan Services as Trustee, Register's Office for Davidson County, Tennessee.

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, its successors and assigns, against the lawful claims of all persons, whomsoever.

It is agreed by and between the parties hereto that this deed is an absolute conveyance of any and all title in effect as well as in form and is not intended as a mortgage, trustee conveyance or security of any kind. It is further understood by and between the parties that the consideration for this transfer, in addition to that hereinabove set forth, is the full and absolute release of all debts, obligations and charges heretofore existing on account of and in accordance with the terms of a certain deed of trust executed by James W. McClain and wife, Gayle F. McClain, to Real Estate Loan Services, Trustee, and securing a certain debt and/or indebtedness to Ford Motor Credit Company and recorded in Book 7999, Page 374, Register's Office for Davidson County, Tennessee. It is further understood that the express purpose of this conveyance is to completely satisfy said obligation and terminate the lien created by said deed of trust and the note(s) secured thereby and any effect thereof in all respects.

In addition to the terms agreed to in the legal documents pertaining to this transaction, by signature below, I (we) also agree to the following terms for acceptance by both parties of this voluntary reconveyance:

1. The property will be vacated by April 5, 1992 and will be left in good condition when vacated. If the property is vacated prior to April 5, 1992, reaccess will be prohibited. No fixtures or permanent attachments may be removed from the property.

2. The occupant agrees to cooperate with Ford Consumer Finance Company, Inc. to provide entrance to the property, including, but not limited to, entrance for appraisal, repair, listing and subsequent showing of the property. It is expected that this will be done in an agreeable manner. If entrance is required, I (we) will be notified, by telephone, a day in advance. If written notification is required, I (we) agree to vacate the property within 5 days of receipt of the written notification.

By signing below, I (we) hereby agree to the above requirements.

WITNESS our hands this, the 28th day of February, 1992.

James W McClain
JAMES W. McCLAIN

Gayle F McClain
GAYLE F. McCLAIN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, James W. McClain and Gayle F. McClain, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who under oath acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 28th day of February, 1992.

NOTARY PUBLIC

My Commission Expires:

March 26, 1994

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT

I, Robert P. Ziegler, Attorney, 1800 Third National Bank Building, Nashville, Tennessee 37219, preparer of the foregoing Deed in Lieu of Foreclosure, do hereby state that the value of the property hereinabove transferred or the value of the forgiveness of the debt, whichever is greatest, relative to this Deed in Lieu of Foreclosure is $57,500.00.

ROBERT P. ZIEGLER, ATTORNEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Robert P. Ziegler, Attorney, with whom I am personally acquainted, and who, under oath acknowledged that he executed the foregoing Affidavit for the purpose therein contained.

WITNESS my hand and official seal this 28th day of February, 1992.

Carolyn M. Bill

My Commission Expires:

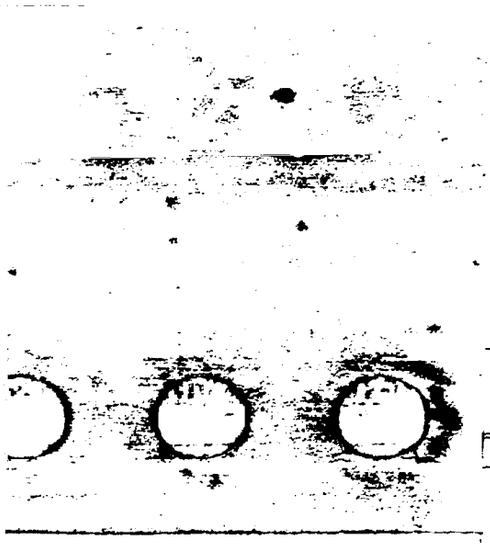
1-22-95

3847 03/03 0101 03CHECK 222.75

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



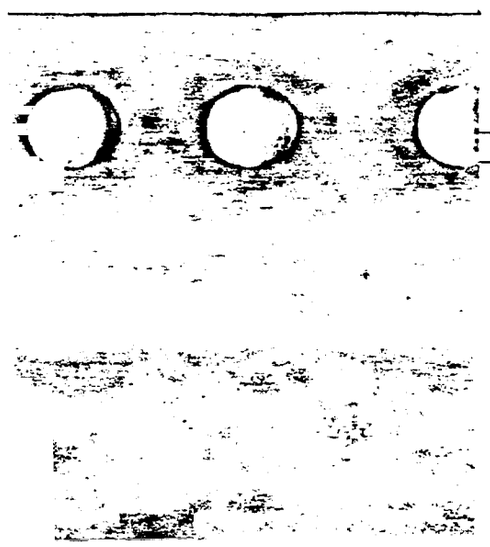
RECEIVED OF _____

FOR _____

BOOK 8565 PAGE 297

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	57500.00
CON TX	212.75
PRFEE	1.00
MISC	9.00
TOTAL	222.75
CHECK	222.75

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/03/92 01 14:46 0001 2847

IDENTIF. REFERENCE 89208

MAR 3 2 46 PM '92

FELIX Z. WILSON, II
DAVIDSON COUNTY

No. 507338