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This instrument prepared by:
I. Dyke Tatum, Attorney
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennessee 37203

New Owner - Send Tax Bills:
SECRETARY OF HOUSING & URBAN DEVELOPMENT
Cumberland Bend Office Center
251 Cumberland Bend Drive, Suite 200
Nashville, Tennessee 37228-1083

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 10th day of March, 1992, between Gregory Paul Smith, et ux Teresa Ann Smith, hereinafter called GRANTORS, and the Secretary of Housing and Urban Development, his successors and assigns, hereinafter called GRANTEE.

W I T N E S S E T H:

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 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. 93 on the Plan of Kenilworth Estates, Section Two, as of record in Book 2900, page 126, Register's Office for said County.

SAID Lot No. 93 fronts 70 feet on the southerly side of Penfield Drive and extends back 141.9 feet on the easterly line and 140.1 feet on the westerly line to a dead line, measuring 70.1 feet thereon.

BEING the same property conveyed to Gregory Paul Smith and wife, Teresa Ann Smith by deed from Carl Bernard Kantack and wife, Lee Oda Kantack of record in Book 7530, page 614, Register's Office for Davidson County, 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, his 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 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 April 29, 1988, executed by Gregory Paul Smith and wife, Teresa Ann Smith and recorded in Book 7530, Page 617, 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 GRANTOR further warrants that, as of the date of execution of this instrument, she does not own any other property subject to a mortgage incurred by the Federal Housing Administration or held by the Secretary of Housing and Urban Development; and further that she has not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Gregory Paul Smith
GREGORY PAUL SMITH

Teresa Ann Smith
TERESA ANN SMITH

0280 03/26 0101 03CHECK 6.00

95.00

IDENTIFICATION REFERENCE

MAR 26 9 47 AM '92

DAVIDSON COUNTY, TN

STATE OF Connecticut

COUNTY OF Windham

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Gregory Paul Smith and Teresa Ann Smith, bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Plainfield, CT this 16th day of March, 1992.

Susan J. LeDuc
Notary Public

My Commission Expires: 7-31-96

STATE OF Connecticut

COUNTY OF Windham

The actual value or consideration, whichever is greater for this transfer is $63,629.00.

Gregory Paul Smith
Affiant

Subscribed and sworn to before me, this the 16th day of March, 1992.

Susan J. LeDuc
Notary Public

My Commission Expires: 7-31-96

RETURN TO:
I. DYKE TATUM, ATTORNEY
SUITE 200, ARENA PLACE
2001 CHARLOTTE AVNENUE
NASHVILLE, TENNESSEE 37203