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
Suite 200, 251 Cumberland Bend Dr.
Nashville, Tennessee 37228-1803

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 13 day of April, 1992, between Deborah D. Newcomb and Eleanor E. Newcomb, both unmarried, 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 ofthe 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 Unit No. 5, a Planned Unit Development, located on McMurray Drive, Nashville, Tennessee, as shown on the recorded plan of record in Book 6250, Page 230, as amended in Book 6606, Pagae 144, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Deborah D. Newcomb and Eleanor E. Newcomb, both unmarried by deed from W. L. Bainbridge, Inc. of record in Book 6698, Page 575, Register's Office of 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 October 29, 1985, executed by Deborah D. Newcomb and Eleanor E. Newcomb, both unmarried and recorded in Book 6698, Page 578, 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, they do not own any other property subject to a mortgage insured by the Federal Housing Administration or held by the Secretary of Housing and Urban Development; and further that they have not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Deborah D. Newcomb
DEBORAH D. NEWCOMB

Eleanor E. Newcomb
ELEANOR E. NEWCOMB

IDENTIF. TREFERENCE

MAY 13 2 29 PM '92
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

10089

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Deborah D. Newcomb and Eleanor E. Newcomb, 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 Memphis, Tennessee this 13th day of April, 1992.

Cathy A. Johnson
Notary Public

My Commission Expires: My Commission Expires Mar. 7, 1995

STATE OF TENNESSEE

COUNTY OF Davidson

The actual value or consideration, whichever is greater for this transfer is $56,989.86.

Deborah D. Newcomb
Affiant

Subscribed and sworn to before me, this the 13th day of April, 1992.

Cathy A Johnson
Notary Public

My Commission Expires: My Commission Expires Mar. 7, 1995

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