22

DILL

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

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 2nd day of October, 1992, between Kerrie J. Dill, 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 has bargained and sold, and by these presents does 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. 78A of the Zone Lot Division of Lots Nos. 1, 2, 3 and 74 through 82 of Meadows of Tulip Grove, Section 1, of record in Plat Book 6250, page 304, amending Plat Book 5200, page 612, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to Kerrie J. Dill by deed of record in Book 8275, page 258, 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 25, 1986, executed by Kerry M. Barnes and wife, Kathy B. Barnes and recorded in Book 6848, Page 421, 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.

Kerrie J. Dill

KERRIE J. DILL

5625

REFERENCE

FILED FOR RECORD ... 92

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 Kerrie J. Dill, bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 2nd day of October, 1992.

Notary Public

My Commission Expires: 1-22-95

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual value or consideration, whichever is greater for this transfer is $53,769.42.

Affiant

Subscribed and sworn to before me, this the 2nd day of October, 1992.

Notary Public

My Commission Expires: 1-22-95