DEED IN LIEU OF FORECLOSURE

This Instrument Prepared By:

Robert P. Ziegler, Attorney, 201 4th Avenue North, Suite 1800, Nashville, Tennessee 37219

Address New Owner:

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

Send Tax Bills To:

SAME

Map - Parcel Number: 33-12-0 113.00

THIS INDENTURE made this 16TH day of December, 1992, by and between **Jimmie D. Janak** and wife, **Jamie L. Green Janak**, 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, 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:

LAND in Davidson County, Tennessee, being Lot No. 15 on the Plan of Gateway Subdivision, Section 1, of record in Book 3300, page 40, Register's Office for Davidson County, Tennessee to which plan reference is here made for a complete description thereof.

BEING the same property conveyed to Jimmie D. Janak and Jamie L. Green, as joint tenants with full right of survivorship by deed from Associates Financial Services Company, Inc., of record in Book 8419, page 356, Register's Office for Davidson County, Tennessee. The said parties having since married.

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

This property also known as 323 Melissa Drive, Goodlettsville, Tennessee 37072.

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 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 for mortgage of record in Book 8419, Page 359, re-recorded in Book 8429, Page 769, to Tim A. Linville, 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 Jimmie D. Janak and Jamie L. Green, to Tim A. Linville, Trustee, and securing a certain debt and/or indebtedness to Ford Consumer Finance Company, Inc., and recorded in Book 8419, Page 359 and re-recorded in Book 8429, Page 769, 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, we also agree to the following terms for acceptance by both parties of this voluntary reconveyance:

1. The property will be vacated immediately and will be left in good condition when vacated. If the property is vacated prior to executing this deed reaccess will be prohibited. No fixtures or permanent attachments may be removed from the property.

WITNESS our hands this the 16TH day of December, 1992.

Jimmie D. Janak
JIMMIE D. JANAK

Jamie L. Green Janak
JAMIE L. GREEN JANAK

STATE OF TEXAS)
COUNTY OF HOUSTON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jimmy D. Janak** and **Jamie L. Green Janak**, 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 16TH day of December, 1992.

Tina McClain
NOTARY PUBLIC

My Commission Expires:

5-7-96

TINA McCLAIN
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 5-7-96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT

I, Robert P. Ziegler, Attorney, 201 4th Avenue North, Suite 1800, Nashville, Tennessee 37219, preparer of the foregoing Deed in Lieu of Foreclosure do hereby state that the actual consideration or value, whichever is greater, for this transfer is $67,131.06.

ROBERT P. ZIEGLER, ATTORNEY