This instrument prepared by:

William P. Dougan
at Law
401 Davidson Road
Nashville, TN 37205

This is improved property at:

107 Schooner Ct.
Hermitage TN 37076

Map/Parcel: 086-09-0/007.00

Grantors: Christopher D. Cox
Shannon Cox

Grantee: Secretary HUD Attorney

ANMC Loan No.: 076387-0
FHA No.: 483-1341146

Send Tax Bills To:

Federal Housing Administration
251 Cumberland Bend Dr., Ste 200
Nashville, TN 37228-1803

4982 02/18 0101 03CHECK 16.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $Tax free. Affiant: William P. Dougan

Subscribed and sworn to before me, this _____ day of _____, 1993.

My Commission Expires:

_____

Not Applicable
Notary Public

WARRANTY DEED

IN LIEU OF FORECLOSURE

This indenture, made and entered into this 20th day of January, 1993, by and between

GRANTORS: Christopher D. Cox and wife Shannon Cox party of the first part, and

GRANTEE: SECRETARY, HOUSING AND URBAN DEVELOPMENT, party of the second part,

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold, and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in the city of Hermitage, County of Davidson, State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 78-B, on the Zone Lot Division of Lakeside Woods Estates, Section II of Lots 78 and 79, of record in Book 6900, page 243, amending Book 6200, page 461, said Register's office for Davidson County, Tennessee, to which plan reference is hereby made for a more particular description of said lot.

Being the same property conveyed to the Grantors by Deed of record in Book 7290, page 923, said Register's office.

This conveyance is subject to all easements, restrictive covenants, and governmental controls and regulations of record.

PICK-UP

FEB 18 3 31 PM '93

CECIL W. MILLER, REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

9356.1

The ESTOPPEL AFFIDAVIT attached hereto is incorporated herein by reference thereto, and is a part of the consideration for this agreement.

The Estoppel Affidavit is to be recorded simultaneously with this Deed in Lieu of Foreclosure, and this conveyance is void and of no effect if the Estoppel Affidavit is not so recorded.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto the said party of the second part, his successors and assigns, in fee simple, forever.

And the party of the first part does hereby covenant with the party of the second part that we are lawfully seized of the aforedescribed real estate, that we have a good right to sell and convey the same, that the same is unencumbered except by a Deed Of Trust originally executed by the party of the first part to N. Eddie Montgomery, Trustee, dated the 1st day of July, 1987, to secure to Pool Mortgage Company the payment of a note of even date therewith in the principal sum of $ 63,200.00, which deed of trust is recorded in Book 7920, page 926, in the office of the Register of Deeds, Davidson County, Tennessee, and which deed was validly assigned to Associates National Mortgage Corporation, and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows: One dollar cash in hand paid to the first party and other good and valuable considerations to first party passing, the receipt of all of which is hereby acknowledged.

WITNESS the signatures of the party of the first part the day and year first above written.

Christopher D. Cox

Christopher D. Cox

Shannon Cox

Shannon Cox

STATE OF TENNESSEE
COUNTY OF PUTNAM

On this 20th day of January, 1993, before me, a Notary Public in and for said state and County, personally appeared Christopher D. Cox and wife Shannon Cox, to me known, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument as their free act and deed, for the purposes therein contained.

My Commission Expires:
1-26-95

Elsa Clark
Notary Public

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE ELSA CLARK

unconditional sale, with full extinguishment of Grantors' equity of redemption, and with full release of Grantors' rights, title and interest of every character in said property. The Statutory Right of Redemption, TCA 66-8-101, et. seq., is specifically waived by the Grantors.

This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all parties hereafter dealing with the Grantee who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrator, and assigns of the undersigned.

Christopher D. Cox

Christopher D. Cox

Shannon Cox

Shannon Cox

STATE OF TENNESSEE
COUNTY OF PUTNAM

Subscribed and sworn to before me this 20th day of January, 1993.

My Commission Expires: 2-26-95

X Elsa Clark
Notary Public

STATE OF TENNESSEE
COUNTY OF PUTNAM

On this 20 of January, 1993, before me personally appeared Christopher D. Cox and Shannon Cox, to me known, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument as their free act and deed, for the purposes therein contained.

My Commission Expires: 2-26-95

Elsa Clark
Notary Public

EXHIBIT 'A'

ESTOPPEL AFFIDAVIT

On this 20th day of January, 1993, we, the undersigned persons, Christopher D. Cox and wife Shannon Cox, hereafter referred to as GRANTORS, first being duly sworn, state as follows:

The Grantors, or their predecessors in title, did on the 1st day of July, 1987, execute and deliver a certain promissory note in the principal sum of $63,200.00, and secured by a deed of trust bearing even date and duly recorded in the Register's Office in Davidson County, Tennessee, in Book 7290, page 926, covering the real estate more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 78-B, on the Zone Lot Division of Lakeside Woods Estates, Section II of Lots 78 and 79, of record in Book 6900, page 243, amending Book 6200, page 461, said Register's office for Davidson County, Tennessee, to which plan reference is hereby made for a more particular description of said lot.

The property address is: 107 Schooner Ct., Hermitage, TN 37076.

The Grantors have defaulted in the payments due on the said note, and are unable to meet the obligations of said note and mortgage according to the terms thereof.

The said Grantors have made, executed, and delivered a Warranty Deed in lieu of foreclosure, into which this Estoppel Affidavit is incorporated by reference. The said deed is dated the 20th day of January, 1993, and conveys the above described property to The Secretary of Housing and Urban Development, the holder of the said note.

The said Grantors, hereby acknowledge, agree, and certify that the aforesaid deed was an absolute conveyance of the Grantors' rights, title, and interest in and to the said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower curtesy, and homestead rights in and to the said real estate, and also convey, transfer and assign the Grantors' rights of possession, rentals, and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of the indebtedness outstanding, and in consideration of the premises hereof and in consideration of the conveyance the Grantors will receive a full and complete discharge and release of personal liability on said note.

Said deed was given voluntarily by the Grantors to the Grantee, in good faith on the part of the Grantors and the Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantors or grantee, and was not given as a preference against any other creditors of said Grantors.

The conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an