BOOK 8932 PAGE 714

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:

City Finance Company
of Tennessee, Inc.
636 Gallatin Road North
Madison, Tennessee 37116

Send Tax Bills To:

SAM 68 04/30 0101 03CHECK 157.00

Map - Parcel Number: 72-10 28.00

THIS INDENTURE made this 28 day of April, 1993, by and between **Barnell Douglas Stuart, Jr.** and **wife Rhonda Stuart**, hereinafter called Grantors, and **City Finance Company of Tennessee, Inc.**, its successors and assigns, hereinafter called Grantee:

W I T N E 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 the westerly 60 feet of Lot Nos. 81, 82 and 83 on the map of Bransford Realty Company's Maxey Avenue and Gallatin Road property, as of Record in Book 332, page 44, Register's Office for said county.
>
> Said part of Lots No. 81, 82 and 83 fronts 60 feet on the northerly side of Litton Avenue and runs back between parallel lines with the easterly margin of an alley, 155 feet to a dead line.
>
> Being the same property conveyed unto Rhonda Linn Stuart, by Deed recorded December 15, 1992, in Deed Book 8814, Page 160, of the Register's Office for Davidson County, Tennessee.

This property also known as 1209 Litton Avenue, Nashville, Tennessee 37116.

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 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, 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 Barnell Douglas Stuart, Jr. and wife Rhonda Stuart, to J.E. Ivy of Memphis or C.L. Byrge, Nashville, Trustee, and securing a certain debt and/or indebtedness to City Finance Company of Tennessee, Inc. Said deed of trust is dated July 2, 1990, and recorded in Book 8144, Page 930 of the Register's Office for Davidson County, Tennessee and being re-recorded in Book 8156, Page 446 said Register's Office. 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.

WITNESS our hands this the 28 day of April, 1993.

1 4 7 9 3

IDENTIFICATION REFERENCE

APR 30 3 47 PM '93

R.Z. WILSON JR. REGISTER DAVIDSON COUNTY, TN

PICK-UP

Barnell Douglas Stuart, Jr.
BARNELL DOUGLAS STUART, JR.

Rhonda D. Stuart
RHONDA STUART

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Barnell Douglas Stuart, Jr.** and **Rhonda Stuart**, 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 28th day of April, 1993.

Notary Public
NOTARY PUBLIC

My Commission Expires:
3-22-97

AFFIDAVIT

I, Kenneth J. Mitteldorf, do hereby state that the actual consideration or value, whichever is greater, for this transfer is $40,000.00.

Kenneth J. Mitteldorf

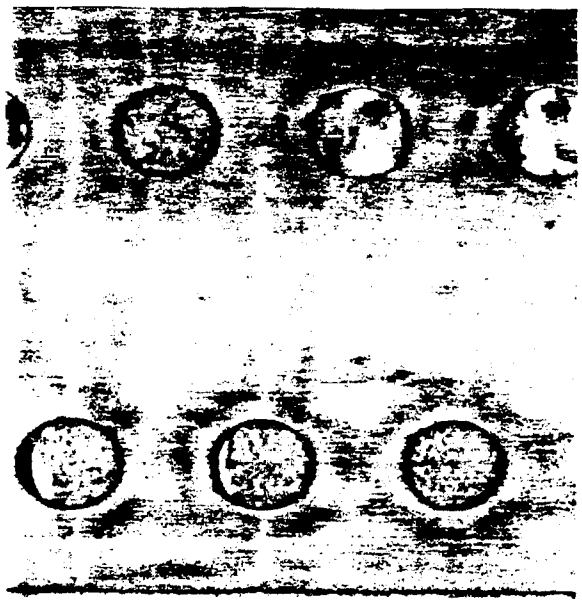
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

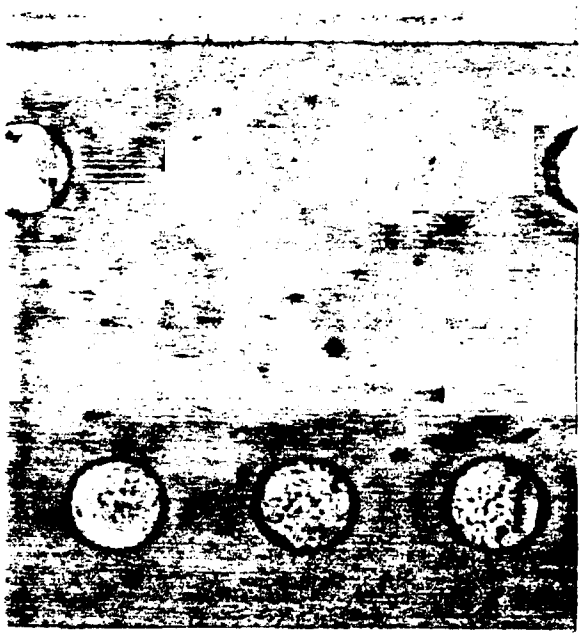
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Kenneth J. Mitteldorf, with whom I am personally acquainted, and who, under oath acknowledged that he executed the foregoing Affidavit for the purpose therein contained.

WITNESS my hand and official seal this 30th day of April, 1993.

Patricia White
NOTARY PUBLIC

My Commission Expires:
6/30/96





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8932 PAGE 716

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 40000.00
CON TX 148.00
PRFEE 1.00
WDEED 8.00
TOTAL 157.00
CHECK 157.00

04/30/93 01 15:44 0001 1268

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1.4793

IDENTIFICATION REFERENCE

APR 30 3 47 PM '93

FELIX Z. WILSON, II
REGISTER OF
DAVIDSON COUNTY, TN

No. 645952