RECONVEYANCE AGREEMENT AND

QUITCLAIM DEED BOOK 8939 PAGE 198

This instrument prepared by:

Robert P. Ziegler, Attorney, 201 4th Avenue North, Suite 1800, Nashville, Tennessee 37219 - (615) 256-2642

ADDRESS NEW OWNER:

3861 DUNBAR DRIVE
NASHVILLE, TN 37207

SEND TAX BILLS TO:

3861 DUNBAR DRIVE
NASHVILLE, TN 37207

Map - Parcel Number:
059-10-0 032.00

THIS INDENTURE made this 27th day of April, 1993, by and between Ford Consumer Finance Company, Inc., hereinafter called "Grantor", and Geraldine P. Foster, hereinafter called "Grantee":

W I T N E S S E T H

WHEREAS, Geraldine P. Foster of Davidson County, State of Tennessee, being legally obligated to pay that certain note in the original principal amount of Fifty One Thousand Eight Hundred Fifteen and 86/100 Dollars ($51,815.86), dated the 27th day of December, 1990, executed by Geraldine P. Foster, payable to Associates Equity Services Company, Inc., secured by a Deed of Trust recorded in Book 8267, Page 289, Register's Office for Davidson County, Tennessee, a true and correct copy of which is attached hereto and made a part hereof; and

WHEREAS, Ford Consumer Finance Company, Inc. did appoint Robert P. Ziegler Substitute Trustee by instrument of record in Book 8495, Page 235, Register's Office for Davidson County, Tennessee; and

WHEREAS, Ford Consumer Finance Company, Inc., successor in interest by merger to Associates Equity Services Company, Inc., now being the legal owner and holder of said note, and of the lien securing the same, did cause, because of default in payment by Grantee, foreclosure proceedings to commence with notice of publication of Substitute Trustee's Sale being published in The Nashville Record, a newspaper published in Nashville, Davidson County, Tennessee for three (3) consecutive weeks, one insertion of said advertisement appearing in each of the issues of said newspaper on December 5, December 12 and December 19, 1991, respectively;

WHEREAS, pursuant to said notice Robert P. Ziegler as Substitute Trustee did offer the property for sale at public outcry to the highest and best bidder for cash subject to all restrictions of records, all unpaid taxes, and all other prior mortgages and valid liens of record on Tuesday, December 31, 1991, at 10:00 a.m. as advertised at the front door of the Davidson County Courthouse, Nashville, Davidson County, Tennessee; and

WHEREAS, at said sale Ford Consumer Finance Company, Inc. was the highest and best bidder, the amount of its bid being in the amount of Fifty Thousand Seven Hundred Seventy Five and 83/100 Dollars ($50,775.83); and

WHEREAS, pursuant to the bid and the authority vested in the Substitute Trustee, the said Robert P. Ziegler, Substitute Trustee, caused a Substitute Trustee's Deed to be executed on the 31st day of December, 1991, and being of record in Book 8520, Page 611, Register's Office for Davidson County, Tennessee;

WHEREAS, the Grantee, Geraldine P. Foster, filed a petition in bankruptcy seeking relief under Chapter 13 of Title 11 U.S.C. on the 23rd day of December, 1991, being case number 391-12098 in the United States Bankruptcy Court for the Middle District of Tennessee, a copy of the Order and Notice of the Meeting under date of January 8, 1992, being attached hereto and incorporated herein by reference; and

WHEREAS, the parties hereto desire to remove any clouds on title and to reconvey the property hereinafter described to the Grantee with the Grantee specifically reinstating the deed of trust agreement and agreeing to pay the balance due and owing to Ford Consumer Finance Company, Inc. according to the terms and conditions thereof as further modified by Order of United States Bankruptcy Court for the Middle District of Tennessee in case number 391-12098.

NOW, THEREFORE AND IN CONSIDERATION of the mutual benefits to the parties hereto, and for other good and valuable consideration, the Grantor does quitclaim and convey unto the said Grantee, her successors, heirs and assigns, all of its right, title and interest in and to a certain tract or parcel of land in Davidson County, Tennessee as conveyed to it by Substitute Trustee's Deed of Record in Book 8520, Page 611, Register's Office of Davidson County, Tennessee and more particularly described as follows, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 19 on the plan of Royal Garden Estates, Section I, as of record in Book 3700, page 29, Register's Office for said County.

SAID Lot No. 19 fronts 105 feet on the westerly side of Dunbar Drive and extends back 166.9 feet on the northerly line and 174.6 feet on the southerly line to a dead line in the rear on which it measures 85.68 feet.

Being the same property conveyed to Geraldine P. Foster and Mary D. Foster, by Deed from Lawrence Graham and wife, Mary Etta Graham, dated May 18, 1977, of record in Book 5151, page 428, Register's Office for Davidson County, Tennessee. The said Mary D. Foster has since died leaving as her sole heir Geraldine P. Foster, in whom the subject property is now solely vested.

This is improved property also known as 3861 Dunbar Drive, Nashville, Tennessee 37207.

Said property is quitclaimed, subject to such limitations, restrictions and encumbrances as may affect the premises.

Geraldine P. Foster, Grantee, does hereby accept this reconveyance of the premises and agrees to be fully responsible for and reaffirms the balance due and owing and all of the terms and conditions existing under the deed of trust of record in Book 8267, Page 289, Register's Office for Davidson County, Tennessee, after this reconveyance is recorded.

IN WITNESS WHEREOF, the said Grantor has hereto set its hand this the 16th day of April, 1993, and the said Grantee has hereto set her hand this the 27 day of April 1993, 1993.

FORD CONSUMER FINANCE COMPANY, INC.

By: _____
STEVEN H. LEWIS, A.V.P.

_____
Geraldine P. Foster

STATE OF TEXAS)
)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public of the County and State aforesaid, personally appeared Steven J. D. Lewis, with whom I am personally acquainted and who, upon oath, acknowledged him self to be the Assistant Vice President of Ford Consumer Finance Company, Inc., the within bargainor, a corporation, and that he as such Assistant Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him self as Assistant Vice President.

WITNESS my hand and seal at offices in Irving, Texas this the 16th day of April, 1993.

Rosemary Suprenant
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Rosemary E. Suprenant
Notary Public, State of Texas
My Comm. Expires 03/23/96

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named Geraldine P. Foster, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Nashville, Tennessee, this the 21st day of April, 1993.

Melinda D. Grand
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF TENNESSEE LARGE DAVIDSON COUNTY
3/5/95

AFFIDAVIT

I, Robert P. Ziegler, Attorney, 201 4th Avenue North, Suite 1800, Nashville, Tennessee 37219, preparer of the foregoing Reconveyance Agreement and Quitclaim Deed, do hereby state that the actual consideration or value, whichever is greater, for this transfer is $ -0-.

Robert P. Ziegler, Attorney

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Robert P. Ziegler, Attorney, 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 5th day of May, 1993.

Carolyn M. Bice
NOTARY PUBLIC

My Commission Expires:

1-22-95

9762 05/05 0101 03CHECK 32.00

BK 8267

OFF REC

This instrument prepared by: Tammy L. Stringer
278 Franklin Rd, Suite 120
Brentwood, TN 37027

3.6 Rev 2
*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 51815.86

FOR AND IN CONSIDERATION of One Dollar ($1.00) to us paid, the receipt of which is hereby acknowledged, and other considerations hereinafter mentioned, we, Geraldine P. Foster

BOOK 8267 PAGE 239

_____, have this day bargained and sold, and do hereby transfer and convey to Tim A. Linville of Wilson Co., Mt. Juliet, TN Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

LAND in Davidson County, Tennessee, being Lot No. 19 on the plan of Royal Garden Estates, Section I, as of record in Book 3700, page 29, Register's Office for said County.

SAID Lot No. 19 fronts 105 feet on the westerly side of Dunbar Drive and extends back 166.9 feet on the northerly line and 174.6 feet on the southerly line to a dead line in the rear on which it measures 85.68 feet.

Being the same property conveyed to Geraldine P. Foster and Mary D. Foster, by Deed from Lawrence Graham and wife, Mary Etta Graham, dated May 18, 1977, of record in Book 5151, page 428, Register's Office for Davidson County, Tennessee. The said Mary D. Foster has since died leaving as her sole heir Geraldine P. Foster, in whom the subject property is now solely vested.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

82869

IDENTIF. REFERENCE

JAN 2 9 40 AM '91

FELIX Z. WILSON
DAVIDSON COUNTY TN.

Including also stoker, water heater, and all heating, cooling, plumbing and lighting fixtures, door and window screens, storm windows or sashes, shades and all equipment and fixtures now or hereafter attached to or used in connection with the real estate herein described, together with rents, issues and profits.

To have and to hold said property to the above named trustee, and his successors in trust, forever. We covenant that we are lawfully seized of said property, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property, to the above named trustee and his successors in trust, and his assigns, forever, against the lawful claims of all persons whomsoever.

BK 8267

OFF REC

But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit.

To secure and make certain the payment of an indebtedness evidenced by a certain loan agreement of even date herewith in the amount of Fifty-One Thousand Eight Hundred Fifteen and 86/100 (51815.86) Dollars, together with interest thereon, executed by the undersigned and payable to the order of Associates Equity Services Company Inc., hereinafter referred to as "Corporation", on or before 12-28 , 19 93 .

Said loan agreement further provides that should default be made in the payment of any installment when due, at the option of the holder, such default shall render the entire loan agreement due and payable, whether due according to its face or not. Said loan agreement contains other provisions and agreements, all of which are made a part of this instrument and reference is here made to said loan agreement for its full contents, provisions and agreements. Said loan agreement provides that if resort to law is had to enforce payment or protect the security herein conveyed, the maker or makers thereof will pay all the costs of necessary litigation, together with a reasonable attorney's fees.

The loan agreement also secures any other indebtedness of whatever kind or character that may now or at anytime hereafter be owing by any one or all of the undersigned to the Corporation.

If the above described indebtedness, or any other indebtedness secured hereunder, is further secured by a lien or other property, real, personal or mixed, the holder hereof shall not be compelled to exhaust such other security before requesting that the trustee proceed hereunder. If the property described above is described in separate tracts or parcels, the trustee may sell each tract or parcel separately or in groups of tracts or parcels, at successive sales, or sell said property altogether.

Now if the Grantor shall pay the sums aforesaid when due, according to the terms of said loan agreement, and otherwise performs all other provisions of this instrument promptly when due, then this instrument is to be of no further force or effect. But if the Grantor fails or defaults in the payment of any installment under the said loan agreement, or in the performance of any other covenant or provision of this instrument or any other instruments securing the debt or any part thereof, when the same is payable or the time of performance has arrived, as herein provided, or in the performance of any covenant or provision of any prior lien or the payment of any sum required thereunder, or if all or part of the said property is sold or transferred by the Grantor without the said Corporation's prior written consent, then the entire unpaid balance due together with interest and secured hereunder, shall, without notice, at the option of the said Corporation, its successors and assigns, become immediately due and payable, whether due according to its face or not, and this conveyance shall remain in full force and effect and the said trustee or his successors in trust are hereby authorized and empowered, after first advertising for 21 days by three weekly notices, giving the time, place and terms of sale, in some newspaper published in the county wherein the property is located, to sell said property at public outcry to the highest bidder for cash and free from the equity of redemption, homestead, dower and all other exemptions of every kind, all of which are hereby expressly waived, and the said trustee and his successors in trust are authorized to make a deed to the purchaser. Grantor expressly waives the statutory right of redemption under T.C.A. Sec. 66-8-101 in connection with any such sale. The Corporation or the lawful owner and holder of said indebtedness may bid at any sale under this conveyance. Any failure of Corporation, its successors or assigns, to exercise the foregoing option at any time shall not constitute a waiver of such right to later exercise such option, same being a continuing one. It is agreed that said trustee, or his successor, may at any time after any default hereunder, enter and take possession of said property and shall only account for net rents received by him.

Grantor warrants and covenants that all payments, conditions and provisions made and provided for in any other lien, if any, which is superior, or prior to the one created herein, shall be performed promptly when due; and if Grantor suffers or permits default in any other such lien, then the holder of the indebtedness secured hereunder may, at its option, immediately declare the indebtedness secured hereunder, due and payable, whether due according to its face of not, and commence foreclosure proceedings. If default be made under any prior lien, the holder hereof may purchase or pay in full said prior lien or may, as respects said prior lien, cure, in any manner permitted by the prior holder, said default, and all sums so expended by the holder hereof shall be secured hereunder or under said prior lien; provided, however, such action by the holder hereof shall not be construed, for the purpose of this instrument, as satisfying the default of the Grantor hereunder or thereunder.

The said Grantor agrees to pay all taxes and assessments levied on the within described property when the same becomes due and payable, and promptly deliver the official receipts therefor to the Corporation or a certificate signed by such taxing official to whom any said taxes or assessments shall be payable, that all such taxes and assessments due to be paid such official have been paid for the current year.

The said Grantor agrees to also keep all buildings and improvements now erected on said premises or hereafter erected thereon and all equipment attached to or used in connection with the real estate herein encumbered, insured against loss or damage by fire and windstorm in such sums, with insurers, and in an amount approved by the Corporation as further security to said mortgage debt, with mortgage clause in form satisfactory to the Corporation, and assign and deliver to said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event of loss or damage to the property herein conveyed either by fire or windstorm, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to said Corporation and the said Corporation is hereby empowered in the name of the Grantor or Grantors or his event of their assigns to give a full acquittal for the amount paid and such amount shall be credited upon the debt herein secured and if there be an excess, such excess shall be paid by the Corporation to the Grantor or Grantors or assigns.

It is agreed that if default be made in the payment of any of the aforesaid taxes, assessments, or prior liens, or in procuring and maintaining of insurance as above covenanted or in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, said Corporation, its successors and assigns, may pay such taxes, assessments, or prior liens or any part thereof, effect such insurance, and make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the sums so paid shall be secured by a lien on said premises under this instrument, payable forthwith, with interest until paid, or by agreement the same may be charged to the principal of the Grantor's loan and be made payable in future installments.

Said Grantor further agrees to pay on demand to the Corporation or the Corporation may, at its option, add to the balance then due any sums advanced or paid by the Corporation for reasonable attorney's fees, including any court cost incurred in prosecuting, defending, or intervening in any legal or equitable proceedings wherein any of the rights created by this Deed of Trust are, in the sole judgment of the Corporation, jeopardized or in issue.

The Corporation has the option to demand that the balance due on the loan secured by this instrument be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date if the loan has a fixed interest rate. If this option is exercised, the Grantor will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, the Corporation has the right to exercise any remedies permitted under this instrument.

BK 8267

OFF REC

In case of sale under this Deed of Trust, the proceeds will be applied by the trustee

(1) To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust

(2) To all indebtedness remaining unpaid and secured hereunder

(3) The residue to be paid to the Grantor or Grantors or his or their assigns or order.

In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Grantor, the Corporation, its successors and assigns, may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the Grantor without in any way releasing or discharging the Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Corporation or its assigns and no extension of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change, or affect the original liability of the Grantor herein either in whole or in part

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Corporation and applied upon the debt, and the Corporation is hereby empowered in the name of the Grantor or the Grantor's assigns to receive and give acquittance for any such award or judgment, whether it be joint or several.

It is further specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby

Should the trustee herein named be unable to execute the foregoing trust because of death, disability, or resignation, or any other cause, the Corporation is hereby authorized at its option to appoint in writing, a substitute trustee to act instead of the trustee named herein, and to appoint other substitute trustees successively, during the life of this loan, and such trustee shall each and all succeed to all the rights and powers of the first trustee named herein

In the event of a sale of said property under and by virtue of this trust, the said Grantor or Grantors and all persons holding under him or them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser without notice.

It is further agreed by said Grantor or Grantors that said trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath

If more than one person is the executors hereof as Grantor, or may be of the feminine sex, the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto

IN WITNESS WHEREOF, we have hereunto signed our names this 27 day of December, 19 90

Geraldine P Foster
Geraldine P. Foster

STATE OF TENNESSEE
Williamson COUNTY

Personally appeared before me, Kenneth W. Ray, a Notary Public, in and for said County and State, the within named Geraldine P. Foster

the bargainor, with whom I am personally acquainted, and who acknowledge that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 27 day of December, 1990.

Kenneth W Ray
Notary Public

Commission Expires 9-25-93

NOTARY PUBLIC AT LARGE

BK 8267

OFF REC

STATE OF TENNESSEE CORPORATION ACKNOWLEDGEMENT

COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____ _____, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the _____ of the _____, the within named bargainor, a corporation, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation, by himself as _____.

Witness my hand and official seal at office in said County and State, on this the ___ day of _____, 19___.

_____
Notary Public

My commission expires _____

BOOK 8267 PAGE 292

1336 01/02 0101 03DEED 70.20

61815.06 No. 920032-4

DEED OF TRUST

Geraldine P. Foster

TO

Tim A. Linville of Wilson Co. Trustee
Mt. Juliet, TN

For ASSOCIATES EQUITY SERVICES COMPANY INC.

228 Franklin Road, Suite 120
Brentwood, TN 37027

1:66 22

IDENTIFICATION REFERENCE

MAY 5 2 48 PM '92

LOIS Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP