Box 17

THIS INSTRUMENT WAS PREPARED BY:
M. NORRIS JENKINS, ATTORNEY AT LAW
Suite 230, 392 Harding Place, Nashville, TN 37211

DEED IN LIEU OF FORECLOSURE

AND RELEASE OF LIEN

THIS DEED OF CONVEYANCE and release of mortgage is made and entered into this 1st day of July, 1993, by and between Vickie Shelton (hereinafter referred to as the "Grantor") and B & W Real Estate Investment Company (hereinafter referred to as the "Mortgagee").

W I T N E S S E T H:

WHEREAS, on April 23, 1985, Vickie Shelton and Clinton Stevenson executed that certain Installment Deed Note payable to the order of B & W Real Estate Investment Company in the original principal sum of Twenty Four Thousand 00/100 ($24,000.00) Dollars; and

WHEREAS, on April 23, 1993, the said Vickie Shelton and Clinton Stevenson also executed that certain Installment Deed conveying to W. G. Traber, Trustee, the hereinafter described real property to secure the payment of said note; and

WHEREAS, said Installment Deed is properly recorded in Book 6540, page 707, Register's Office for Davidson County, Tennessee; and

WHEREAS, on January 24, 1989, Clinton Stevenson conveyed all of his right, title and interest in the hereinafter described property to Vickie Shelton by Quitclaim Deed of record in Book 7759, page 300, Register's Office for Davidson County, Tennessee.

WHEREAS, the Mortgagee is now the lawful owner and holder of said Installment Deed Note with full power and authority to discharge same and to discharge and release the mortgage lien granted in said Installment Deed; and

WHEREAS, the balance of the indebtedness due on said Deed of Trust Note is 16,0000.00; and

WHEREAS, the said Vickie Shelton, the Grantor, acknowledges herself to be in default and unable to pay the balance of said

indebtedness or the monthly installments thereon as they become due; and

WHEREAS, the Grantor and the Mortgagee have agreed that the fair market value of said real property, together with all of the improvements thereon, is equal to or less than the balance of the indebtedness due on said Installment Deed Note; and

WHEREAS, the Grantor desires to be released from the terms, requirements and payment described and referred to in said Installment Deed and Installment Deed Note; and

WHEREAS, the Grantor has agreed to transfer to B & W Real Estate Investment Company ("Grantee") the hereinafter described real property in consideration for a full and absolute release from any and all current or future liability or obligation to the terms, requirements and payment described and referred to in said Installment Deed and Installment Deed Note; and

WHEREAS, the Mortgagee has agreed to forever release and discharge the Grantor from any and all current and future liability or obligations to the terms, requirements and payment described and referred to in said Installment Deed and Installment Deed Note in consideration for the transfer and conveyance of said real property to B & W Real Estate Investment Company, the Grantee;

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements both hereinbefore and hereinafter mentioned, and the mutual benefits to be derived to all the parties by the execution of this instrument of conveyance and release;

B & W Real Estate Investment Company, the Mortgagee, hereby releases and forever discharges Vickie Shelton and Clinton Stevenson, from any and all current and future liability, obligation, terms, requirements and payments described and contained in that certain Installment Deed Note dated April 23, 1985, in the original principal sum of Twenty Four Thousand 00/100 ($24,000.00) Dollars and that certain Installment Deed dated April 23, 1985, and recorded in Book 6540, page 707,

Register's Office for Davidson County, Tennessee; and simultaneously with such release;

I, Vickie Shelton, the Grantor, hereby transfer and convey unto the B & W Real Estate Investment Company, the Grantee, its successors and assigns, that certain parcel of land situated in Davidson County, Tennessee, and described as follows:

> Being Lot No. 25 on the East Nashville Real Estate Company's Plan of lots, of record in Plat Book 57, page 11, Register's Office for Davidson County, Tennessee; to which reference is hereby made for a more complete description thereof.
>
> Being the same property conveyed to Vickie Shelton and Clinton Stevenson, by deed from B & W Real Estate Investment Company of record in Book 6540, page 707, and to Vickie Shelton by deed from Clinton Stevenson of record in Book 6540, page 707, Register's Office for Davidson County, Tennessee.

To have and to hold said parcel of land together with the appurtenances, estate, title and interest thereto belonging unto the said B & W Real Estate Investment Company, the Grantee, its successors and assigns forever.

The Grantor warrants, covenants and represents that she is lawfully seized of said property, that she has the full right, power and authority to convey same and that said property is free and clear of all liens, and encumbrances except for applicable zoning laws, restrictive covenants, easements of record and the state and county real property tax for the year 1993. It is expressly agreed and understood that the real property tax for the year 1993, a lien but not yet due and payable, is assumed by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this deed of conveyance and release by subscribing hereto their respective signatures and their official signatures all as of the date and place aforesaid.

GRANTOR

Vickie Shelton

VICKIE SHELTON

MORTGAGEE

B & W REAL ESTATE INVESTMENT COMPANY

By: Dwayne W. Bailey

DWAYNE W. BAILEY, Partner

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Vickie Shelton, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of July, 1993.

My Commission Expires:
7-24-93

NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the State and County aforesaid, personally appeared Dwayne W. Bailey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a partner of B & W Real Estate Investment Company, a partnership, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, this 6th day of July, 1993, at Nashville, Tennessee.

My Commission Expires:
7-24-93

NOTARY PUBLIC

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $16,000.00.

AFFIANT

Subscribed and sworn to before me this 6th day of July, 1993.

My Commission Expires:
7-24-93

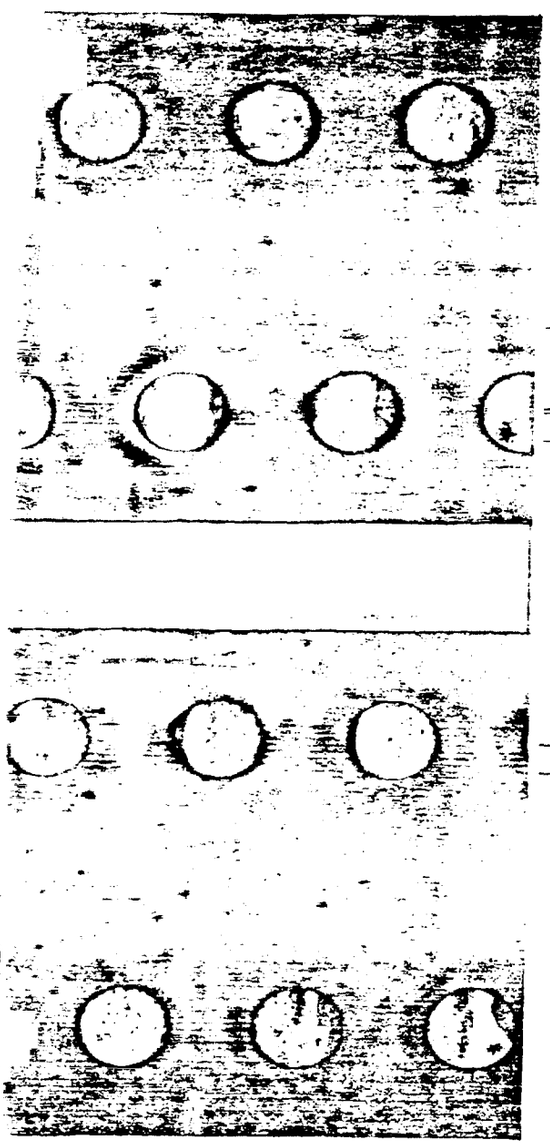
NOTARY PUBLIC

Address of New Owner:
Send Tax Bills To:
B & W Real Estate Investment Company
2731 NE 14th Street #214
Pompao Beach, FL 33062

41890
IDENTIFICATION REFERENCE

93 JUL 16 PM 1:

4831 07/16 0101 03CHECK 76.20



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9016 PAGE 690

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 16000.00
				CON TX 59.20
				PRFEE 1.00
				WDEED 16.00
				TOTAL 76.20
				CHECK 76.20
			07/16/93 01	13:45 0001 4831

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

41890
IDENTIF. & REFERENCE

93 JUL 16 PM 1:45

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

No. 675229