BOX 43

DEED IN LIEU OF FORECLOSURE BOOK 9123 PAGE 378

MAP #83-15
PARCEL #140
FIELD BOOK #15DA 53950

This instrument prepared by:
TAYLOR, PHILBIN, PIGUE,
MARCHETTI & LONG
One Union Street
Nashville, Tennessee 37201

(NO MORTGAGEE
(New Owner-Send Tax Bills:
(Department of Housing and
(Urban Development
(251 Cumberland Bend Drive
(Suite 200
(Nashville, Tennessee 37228

THIS INDENTURE, made this 21st day of September, 1993, between Ray Lough and wife, Patricia Tucker Lough, hereinafter called GRANTORS, and the Secretary of Housing and Urban Development, his successors and assigns, hereinafter called GRANTEE.

WITNESSETH:

THAT 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 valuable consideration, the GRANTORS have bargained and sold, and by these presents do transfer and convey unto the said GRANTEE, his/her successors and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, described as follows, to-wit:

Being Lot No. 159 on the Plan of Fortland Park, Section 1, of record in Plat Book 2663, Page 61, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Ray Lough and wife, Patricia Tucker Lough, by Deed dated May 23, 1990, of record in Book 8116, Page 364, Register's Office for Davidson County, Tennessee.

This is improved property also known as 2812 Hody Drive, Nashville, Tennessee 37206.

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, his/her 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, his/her successors and assigns, against the lawful claims of all persons whomsoever.

THIS DEED is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefore in addition to that hereinabove set forth is the full release of all debts, obligations, and charges heretofore existing on account of and by the terms of that certain Deed of Trust on the property herein conveyed. Said Deed of Trust is dated the 23rd day of May, 1990, executed by Ray Lough and wife, Patricia Tucker Lough, and recorded in Book 8116, Page 367, in the Register's Office for Davidson County, Tennessee, and this conveyance is for the purpose of completely satisfying said obligation and terminating said Deed of Trust and notes secured thereby, and any effect thereof in all respects.

THE GRANTORS further warrant that, as of the date of execution of this instrument, they do not own any other property subject to a mortgage insured by the Federal Housing Administration or held by the Federal Housing Administration, and further that they have not

filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties have hereunto signed their names on the date first written above.

RAY LOUGH

PATRICIA TUCKER LOUGH

STATE OF Iowa }
}
COUNTY OF Linn }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ray Lough and Patricia Tucker Lough, the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Cedar Rapids, Iowa, this 21st day of September, 1993.

PAMELLA D. FRAZIER
MY COMMISSION EXPIRES
12-27-93

Notary Public

My Commission Expires: 12-27-93

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater for this transfer is $ 76,344.03 .

Affiant

Subscribed and sworn to before me, this 27th day of October, 1993.

Notary Public

My Commission Expires: July 27, 1996

JANICE N. CHENG NOTARY PUBLIC DAVIDSON COUNTY, TENN.

78462
IDENTIFICATION REFERENCE

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