10

BOOK 9212 PAGE 182

THIS INSTRUMENT PREPARED BY:
Patricia Spicer Carden
Attorney at Law
5034 Thoroughbred Lane, Suite A
Brentwood, Tennessee 37027

DEED IN LIEU OF FORECLOSURE

This instrument made this the 30 day of ~~November~~ DECEMBER, 1993 by and between James D. Johnson, unmarried 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 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 Lot No. 131-A on the Plan of Zone Lot Division Lots 63-65, 68-69, 125-126, 128-134, 141, 144-145, 147-152, Revision to Section 4, Chesapeake Homes, of record in Book 6258, page 932 and amended in Book 6250, page 933, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to James D. Johnson, unmarried, and David M. Savage, Jr., and wife Pamela A. Savage by deed from Chesapeake Associates, LTD., Tennessee Limited Partnership of record in Book 7398, page 168 11/4/87, said Register's Office with a shared equity agreement, David M. Savage, Jr., and wife Pamela A. Savage having since conveyed their interest to James D. Johnson of record in Book 7800, page 781, said Register's Office for Davidson County, Tennessee.

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 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 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 future liability, but not past liability, for the debt 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 November 4, 1987, executed by James D. Johnson, unmarried & David M. Savage, Jr. & wife Pamela A. Savage, and recorded in Book 7398, page 175 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 incurred by the Federal Housing Administration or held by the Secretary of Housing and Urban Development. Grantors shall be deemed to include the plural and the singular and the pronoun their shall be deemed to include his and hers.

James D. Johnson
Grantor James D. Johnson

Grantor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James D. Johnson, unmarried and _____, the Grantors, with whom I am personally acquainted, or who upon satisfactory evidence was proved to me to be the party named, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this the 30TH day of DECEMBER, 1993.

Beverly A. Watts
Notary Public

My Commission Expires: 10-17-94

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for the transfer is $ 0.

Affiant

Subscribed and sworn to before me this the 30TH day of DECEMBER, 1993.

Beverly A. Watts
Notary Public

My Commission Expires: 10-17-94

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

04590

IDENTIF. ↑ REFERENCE

'93 JAN -5 PM 4:27

RECEIVED
WILSON ALL REGISTER
DAVIDSON COUNTY TN.

SEND TAX BILL TO:

ADDRESS OF NEW OWNER
Secretary of Housing and
Urban Development
Suite 200
251 Cumberland Bend Drive
Nashville, TN 37228-1803

MORTGAGEE IS

NONE

MAP-PARCEL NUMBER

050-10-0-158.00
12D87463

6434 01/05 0101 03CHECK 8.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS $

Beverly A. Watts
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3 DAY OF Jan 19 94.

Deputy Register