94 FEB 15 AM 10:19

17861

IDENTIFICATION REFERENCE

This instrument prepared by:
I. Dyke Tatum, Attorney
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennessee 37203
Map/Parcel 51-4 54

mail

New Owner - Send Tax Bills:
Joe N. Smith
7174 Whites Creek Pike
Joelton, Tennessee 37080

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 3rd day of February, 1994, between Julia A. Labella, unmarried hereinafter called GRANTOR, and Joe N. Smith, his successors and assigns, hereinafter called GRANTEE.

WITNESSETH: BOOK 9249 PAGE 684

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 GRANTOR has 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. 75 ON THE PLAN OF STRATTON HEIGHTS, AS OF RECORD IN BOOK 1835, PAGE 13 (ERRONEOUSLY REFERENCED AS PAGE 133 IN PRIOR CONVEYANCE), SAID REGISTERS OFFICE.

SAID LOT NO. 75 FRONTS A TOTAL OF 70 FEET ON THE SOUTHEASTERLY SIDE OF GIBSON DRIVE AND RUNS BACK 395.8 FEET ON THE SOUTHWESTERLY LINE AND 390.5 FEET ON THE NORTHEASTERLY LINE TO A LINE IN THE REAR WHICH MEASURES 27 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO GRANTOR BY DEED OF RECORD IN BOOK 8759, PAGE 366, REGISTERS 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. I covenant with the said GRANTEE that I am 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.

I further covenant and bind myself, my 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 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 October 9, 1992, executed by Julia A. LaBella, unmarried and recorded in Book 8759, page 369 and revised by Modification Agreement of record in Book 9128, Page 308, 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 GRANTOR further warrants that, as of the date of execution of this instrument, she has not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

X Julia A. LaBella
Julia A. LaBella

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

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 Julia A. Labella, 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 within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 3rd day of February, 1994.

My Commission Expires: Nov 25, 1995

Notary Public

JONES HILL NOTARY PUBLIC STATE OF TENNESSEE

STATE OF TENNESSEE

COUNTY OF Davidson

The actual value or consideration, whichever is greater for this transfer is $44,435.57.

X _____
Affiant

Subscribed and sworn to before me, this the 3rd day of February, 1994.

_____
Notary Public

My Commission Expires: 11/25/95

PHILLIP JONES NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

BOOK 9249 PAGE 686

ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF Davidson

Julia A. LaBella, Unmarried, being first duly sworn, deposes and says:

That she is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to Joe N. Smith dated the 31st day of February, 1994, conveying the following described property to-wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 75 ON THE PLAN OF STRATTON HEIGHTS, AS OF RECORD IN BOOK 1835, PAGE 13 (ERRONEOUSLY REFERENCED AS PAGE 133 IN PRIOR CONVEYANCE), SAID REGISTERS OFFICE.

SAID LOT NO. 75 FRONTS A TOTAL OF 70 FEET ON THE SOUTHEASTERLY SIDE OF GIBSON DRIVE AND RUNS BACK 395.8 FEET ON THE SOUTHWESTERLY LINE AND 390.5 FEET ON THE NORTHEASTERLY LINE TO A LINE IN THE REAR WHICH MEASURES 27 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO THE GRANTOR BY DEED OF RECORD IN BOOK 8759, PAGE 366, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

That the aforesaid Deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the said grantee; that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described, executed by Julia A. LaBella, unmarried, mortgagor, to Joe N. Smith, as mortgagee, dated the 9th day of October, 1992, and recorded in Book 8759, page 369 and revised by Modification Agreement of record in Book 9128, Page 308, of the records of Davidson County, Tennessee, and the cancellation of record by said grantee of said mortgage, and the delivery to this affiant of the note or other evidence of debt secured by said mortgage, duly cancelled, receipt of which said cancelled note is hereby acknowledged.

That the aforesaid deed and conveyance was made by the deponent as the result of her request that the grantee accept such deed and was her free and voluntary act; that at the time of making said deed the deponent felt and still feels that the mortgage indebtedness above mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponent or of them; that at the time it was given there was no other person or persons, firms or corporation, other than the grantee therein named interested, either directly or indirectly in said premises; that the deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that the deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that the deponent in offering to execute the aforesaid deed to the grantee therein, and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the grantee in said deed, or the agent or attorney or any other representative of the grantee in said deed, and that it was the intention of the deponent as grantor in said deed to convey and by said deed the deponent did convey to the grantee therein all her rights, title, and interest absolutely in and to the premises described in said deed.

This affidavit is made for the protection and benefit of the aforesaid grantee in said deed, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

X Julia A. LaBella
Julia A. LaBella

Subscribed and sworn to before me this 31st day of February 1994.

My Commission Expires: 11/25/95

Notary Public

Return to:
J. Phillip Jones, Attorney
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennesseer 37203

5006 02/15 0101 03CHECK 177.41

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

RECEIVED OF _____

FOR _____

BOOK 9249 PAGE 687

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 44435.57
CON TX 164.41
PRFEE 1.00
WDEED 12.00
TOTAL 177.41
CHECK 177.41

02/15/94 01 10:18 0001 5706

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

17861
IDENTIFICATION REFERENCE

94 FEB 15 AM 10:19

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 0756631