Box 43

DEED IN LIEU OF FORECLOSURE

MAP #162-1-E
PARCEL #7CO
FIELD BOOK #05DU 77786

BOOK 9434 PAGE 668

This instrument prepared by:
TAYLOR, PHILBIN, PIGUE,
MARCHETTI & BENNETT
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 15 day of July, 1994, between JACQUELINE S. WHEELER, unmarried, hereinafter called GRANTOR, 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 GRANTOR has bargained and sold, and by these presents does transfer and convey unto the said GRANTEE, his/her successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

A certain Planned Unit Development in Davidson County, Tennessee, being Lot No. 7 on the plan of Park Court, of record in Book 6900, page 967, Register's Office for said County, to which Plan and Record thereof are incorporated herein and made a part hereof by reference.

Being the same property conveyed to Jacqueline S. Wheeler, by deed of record in Book 8030, Page 549, Register's Office for Davidson County, Tennessee.

This is improved property also known as 513 Park Court, Nashville, Tennessee 37211.

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 January 19, 1990, executed by Jacqueline S. Wheeler, unmarried, and recorded in Book 8030, Page 552, 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 does 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 she has 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 party has hereunto signed her name on the date first written above.

Jacqueline S. Wheeler
JACQUELINE S. WHEELER

STATE OF TENNESSEE }
} ss.
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jacqueline S. Wheeler, 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 (CITY), Tennessee (STATE), this 15th day of July, 1994.

Janice M. Cheng
Notary Public

My Commission Expires: 7-27-96

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater for this transfer is $ 66,883.44.

Affiant

Subscribed and sworn to before me, this _____ day of July, 1994.

Janice M. Cheng
Notary Public

My Commission Expires: 7-27-96

80453
IDENTIF. # REFERENCE

94 AUG 11 AM 11:03
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

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