BK 9525 PG 764

This instrument prepared by:
I. Dyke Tatum, Attorney
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennessee 37203

New Owner - Send Tax Bills:
Secretary of Housing & Urban Development
251 Cumberland Bend Drive, Ste. 200
Nashville, TN 37228

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 21st day of Sept, 1994, between Sam A. Bowman and wife, Paula Sue Bowman, hereinafter called GRANTORS, and the Secretary of Housing & 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 does 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:

Property in Davidson County, Tennessee, being the westerly 50 feet of the northerly 200 feet of Lot No. 39 of Block "I" on the Plan of Forest Park Subdivision of recored in Book 843, Page 44, Register's Office for Davidson County, Tennessee.

Said portion of Lot #39 fronts on the southerly margin of Elm Street and extends back between parallel lines 200 feet ot a dead line in the rear measuring 50 feet thereon.

Being the same property conveyed to Sam A. Bowman and wife, Paula Sue Bowman, by deed from Frank J. Bogle and wife, Kay Bogle of record in Book 8136, Page 63, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said 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 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 June 15, 1994, executed by Sam A. Bowman and wife, Paula Sue Bowman, and recorded in Book 8136, Page 66, 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 Secretary of Housing and Urban Development or held by the Secretary of Housing and Urban Development; and further that they have not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Sam A. Bowman

Sam A. Bowman

Paula Sue Bowman

Paula Sue Bowman

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 Sam A. Bowman and wife, Paula Sue Bowman, 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.

BK 9525 PG 765

Witness my hand and official seal at _____, _____ this _____ day of _____, 1994.

_____
Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

The actual value or consideration, whichever is greater for this transfer is $56,643.07.

_____
Affiant

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

_____
Notary Public

My Commission Expires: _____

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

10699
IDENTIF. ↑ REFERENCE

94 NOV 21 PM 1:10

REGISTER OF DEEDS
DAVIDSON COUNTY, TN.

0101 03CHECK 8.00

The seal was here all the time