9645:263

51393

Prepared by:
WILLIAM D. CASTLEMAN, ATTORNEY
110 Glancy Street - Suite 112
Goodlettsville, TN 37072

PICK-UP

New Owner	Send Tax Bills To	Map/Parcel No.
G. Michael Bennett 4100 Jackson Rd Antioch, TN 37013	Same as New Owner	Map 31 Parcel 138

DEED IN LIEU OF FORECLOSURE

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, **PATRICK A. SEVERS,** hereinafter called the **"Grantor"**, has bargained and sold, and by these presents do transfer and convey unto **G. MICHAEL BENNETT**, hereinafter called the **"Grantee"**, his heirs and assigns, a certain tract or parcel of land in **Davidson County, Tennessee**, described as follows, to-wit:

> Land in Davidson County, Tennessee, and being more particularly described as follows:
>
> Beginning at a point in the westerly margin of Jackson Road at the Northeasterly corner of the Mrs. Jessie Jackson property of record in Book 4846, Page 448, Register's Office for Davidson County, Tennessee; thence leaving the road N. 88 degrees 30' W. with a fence 742.00 feet to a fence corner; thence N. 15 degrees 00' W. with a fence 357.80 feet to a point; thence leaving fence S. 88 degrees 00' E. 596.32 feet to a point; thence South 10 degrees 00' East 120.38 feet to a point; thence North 80 degrees 00' East 175.00 feet to a point; thence South 10 degrees 00' East 260.00 feet to the point of beginning, containing 5.5 acres, more or less.
>
> BEING the same property conveyed to Patrick A. Severs, Unmarried, by deed from G. Michael Bennett, of record in Book 8889, Page 223, Register's Office for Davidson County, Tennessee.
>
> Claudia Edwards Severs, wife of Patrick A. Severs, joins in this conveyance for the express purpose of conveying any marital rights which she may have in said property, now or in the future.

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 heirs and assigns forever, and I do 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 the same is unencumbered, unless 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 heirs and assigns, against the lawful claims of all persons whomsoever. 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.

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 March 1, 1993, executed by Patrick A. Severs, and recorded in Book 8889, Page 226, 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, he has not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

WITNESS our hands, this 12th **day of** April, **1995.**

PATRICK A. SEVERS **CLAUDIA EDWARDS SEVERS**

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **PATRICK A. SEVERS, and wife, CLAUDIA EDWARDS SEVERS**, 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 Goodlettsville, Tennessee, this 12th day of April, 1995.

Notary Public

My Commission Expires: 11/28/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer, is **$ 37,951.29.**

Affiant

SWORN to and subscribed before me,
this 12th day of April, 1995.

Notary Public

My Commission Expires: 11/28/98

ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

PATRICK A. SEVERS, being first duly sworn, deposes and says:

THAT he is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **G. MICHAEL BENNETT**, dated the 12th day of April, 1995, conveying the following property, to-wit:

Land in Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the westerly margin of Jackson Road at the Northeasterly corner of the Mrs. Jessie Jackson property of record in Book 4846, Page 448, Register's Office for Davidson County, Tennessee; thence leaving the road N. 88 degrees 30' W. with a fence 742.00 feet to a fence corner; thence N. 15 degrees 00' W. with a fence 357.80 feet to a point; thence leaving fence S. 88 degrees 00' E. 596.32 feet to a point; thence South 10 degrees 00' East 120.38 feet to a point; thence North 80 degrees 00' East 175.00 feet to a point; thence South 10 degrees 00' East 260.00 feet to the point of beginning, containing 5.5 acres, more or less.

BEING the same property conveyed to Patrick A. Severs, Unmarried, by deed from G. Michael Bennett, of record in Book 8889, Page 223, Register's 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 Patrick A. Severs, Mortgagor, to G. Michael Bennett, as Mortgagee, dated the 1st day of March, 1993, and recorded in Book 8889, Page 226, Register's Office for 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 his request that the Grantee accept such deed and was his 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 the 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 his 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.

PATRICK A. SEVERS

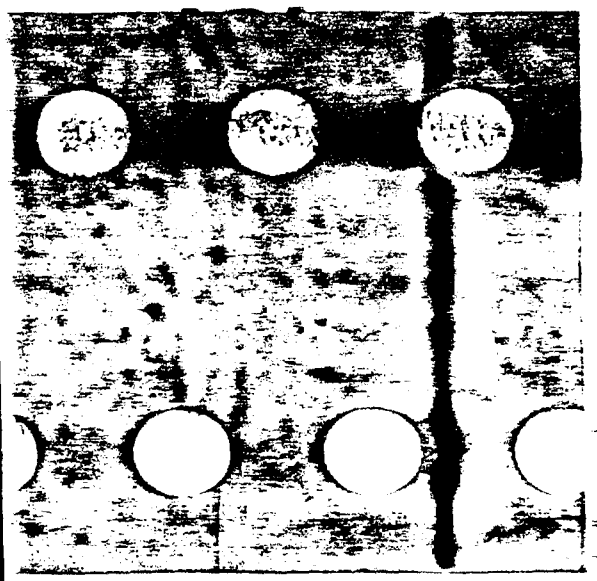
SUBSCRIBED and sworn to before me, this 12th day of April, 1995.

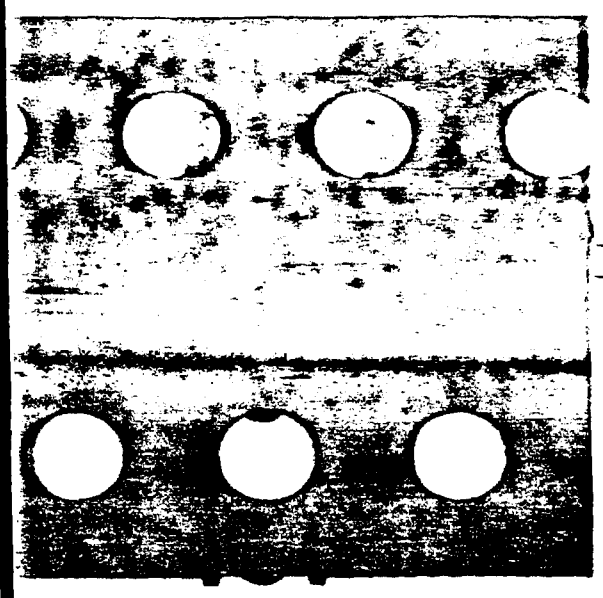
Notary Public

My Commission Expires: 11/22/98

0686 04/13 0101 03CHECK 157.60

Return to:
WILLIAM D. CASTLEMAN, ATTORNEY
110 Glancy Street, Suite 112
Goodlettsville, TN 37072





OFFICIAL RECEIPT

FELIX Z WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9645 PG 267

CC 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

AMT	37951.29
CON TX	140.60
PRFEE	1.00
WDEED	16.00
TOTAL	157.60
CHECK	157.60

04/13/95 01 15:51 0001 0686

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

51393

IDENTIF. & REFERENCE

95 APR 13 PM 3:52

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 900171