BOOK 9910 PG 784

DEED IN LIEU OF FORECLOSURE

This Instrument Prepared By:

Robert P. Ziegler, Attorney, 201 4th Avenue North, Suite 1300, Nashville, Tennessee 37219

Address New Owner:

Ford Consumer Finance Company, Inc.
P. O. Box 650404
Dallas, Texas 75265-0404

Send Tax Bills To:

SAME

Map - Parcel Number: 129-14-A 005 CO

THIS INDENTURE made this 4th day of January, 1996, by and between **Fay M. Dickinson, a widow not since remarried,** hereinafter called Grantor, and **Ford Consumer Finance Company, Inc.,** its successors and assigns, hereinafter called Grantee:

W I T N E S S E T H

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 good and valuable consideration, the Grantor has bargained and sold, and by these presents does transfer and convey unto the said Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

APARTMENT UNIT NO. 112, OF WESSEX TOWERS CONDOMINIUM CREATED UNDER TITLE 64, SECTIONS 2701 ET SEQ. AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED, WHICH WAS EXECUTED BY GRANTOR, OF RECORD IN BOOK 5414, PAGE 634, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN EXHIBIT A-1 OF SAID MASTER DEED. REFERENCE IS HEREBY MADE TO EXHIBIT A OF SAID MASTER DEED FOR THE SOURCE OF TITLE OF GRANTOR AND TO THE PLAT OF WESSEX TOWERS CONDOMINIUM APARTMENTS, OF RECORD IN BOOK 5200, PAGE 142, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF SAID UNIT.

BEING THE SAME PROPERTY CONVEYED TO FAY M. DICKINSON BY WARRANTY DEED DATED APRIL 1, 1979 AND RECORDED APRIL 6, 1979 IN BOOK 5417, PAGE 565, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

This property also known as 6666 Brookmont Terrace, Unit 112, Nashville, Tennessee 37205.

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, its 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, its successors and assigns, against the lawful claims of all persons, whomsoever.

It is agreed by and between the parties hereto that this deed is an absolute conveyance of any and all title in effect as well as in form and is not intended as a mortgage, trustee conveyance or security of any kind. It is further understood by and between the parties that the consideration for this transfer, in addition to that hereinabove set forth, is the full and absolute release of all

debts, obligations and charges heretofore existing on account of and in accordance with the terms of a certain deed of trust executed by Fay M. dickinson, a widow not since remarried, to Matthew Bohanek, Nashville, Davidson Co., Trustee, and securing a certain debt and/or indebtedness to Ford Consumer Finance Company, Inc.. Said deed of trust is dated October 5, 1994, and recorded in Book 9491, Page 124, Register's Office for Davidson County, Tennessee. It is further understood that the express purpose of this conveyance is to completely satisfy said obligation and terminate the lien created by said deed of trust and the note(s) secured thereby and any effect thereof in all respects.

In addition to the terms agreed to in the legal documents pertaining to this transaction, by signature below, I also agree to the following terms for acceptance by both parties of this voluntary reconveyance:

1. The property will be vacated by January 4, 1996 and will be left in good condition when vacated. If the property is vacated prior to this date, reaccess will be prohibited. No fixtures or permanent attachments may be removed from the property.

2. The occupant agrees to cooperate with Ford Consumer Finance Company, Inc. to provide entrance to the property, including, but not limited to, entrance for appraisal, repair, listing and subsequent showing of the property. It is expected that this will be done in an agreeable manner. If entrance is required, I will be notified, by telephone, a day in advance. If written notification is required, I agree to vacate the property within five (5) days of receipt of the written notification.

WITNESS my hand this the 4th day of January, 1996.

FAY M. DICKINSON

By: Elizabeth Sommers
ELIZABETH SOMMERS
Power of Attorney of record
in Book 9900, Page 706, RODC

STATE OF NEW YORK)
COUNTY OF ~~ALBANY~~ Rensselaer)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **ELIZABETH SOMMERS**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who under oath acknowledged that she executed the foregoing instrument for the purposes therein contained as duly authorized in a Power of Attorney from Fay Mauldin Dickinson of record in Liber 2546, Page 1133, County of Albany, Clerk's Office, State of New York and of record in Book 9900, Page 706, Register's Office for Davidson County, Tennessee.

WITNESS my hand and official seal this 4th day of January, 1996.

P. S. and Seal
NOTARY PUBLIC

Registration #:
01SA4956631

My Commission Expires:

September 27, 1997

BOOK 9910 PG 786

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT

I, Robert P. Ziegler, Attorney, 201 4th Avenue North, Suite 1800, Nashville, Tennessee 37219, preparer of the foregoing Deed in Lieu of Foreclosure do hereby state that the actual consideration or value, whichever is greater, for this transfer is $ 35,033.— .

ROBERT P. ZIEGLER, ATTORNEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Robert P. Ziegler,** Attorney, with whom I am personally acquainted, and who, under oath acknowledged that he executed the foregoing Affidavit for the purpose therein contained.

WITNESS my hand and official seal this 5th day of January, 1996.

NOTARY PUBLIC

My Commission Expires:

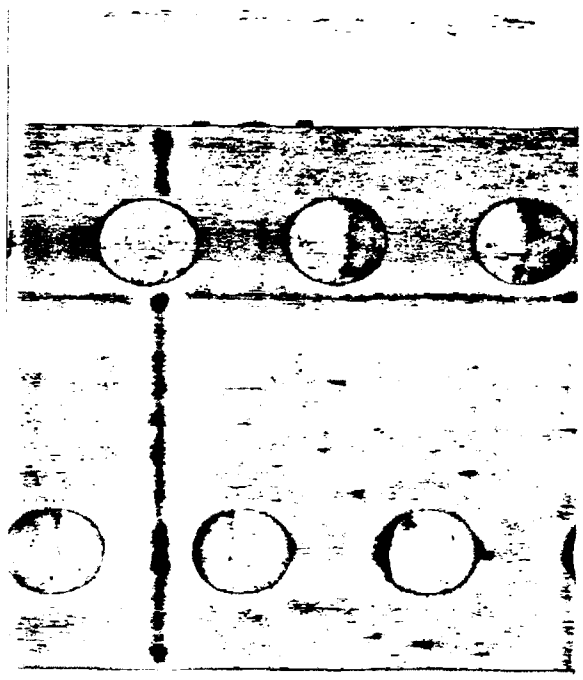
01/24/98

31.00 01/05 0101 03CHECK 142.50

013458
IDENTIFICATION REFERENCE

96 JAN -5 PM 3:33
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

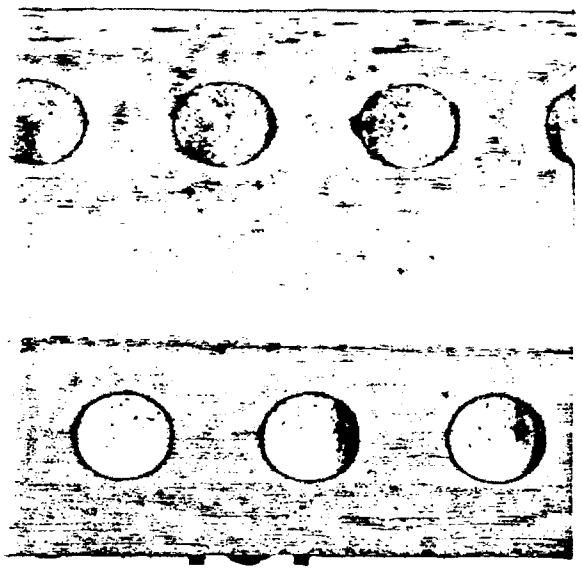
RECEIVED OF _____

FOR _____

BOOK 9910 PG 787

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 35033.00
CON TX 129.50
PRFEE 1.00
WDEED 12.00
TOTAL 142.50
CHECK 142.50

01/05/96 01 15:35 0001 5198

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0138458
IDENTIF. & REFERENCE

96 JAN -5 PM 3:33
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 993547