BK/ 10296 PG 234

Map 148-14-0
Parcel 255.00

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: _____

THIS INDENTURE made this 17th day of December, 1996, by and between **David B. Turley and Tracy B. Turley, husband and wife,** hereinafter called Grantors, 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 Grantors have bargained and sold, and by these presents do 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:

> Land in Davidson County, Tennessee, being described as follows, to-wit:
>
> Being Lot No. 101 on the Plan of Haywood Forest, Section Three, as of record in Book 5200, Page 245, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to the Grantor(s) herein by Special Warranty Deed from Ford Consumer Finance Company, Inc., which deed is of record in Book 10064, Page 249, Register's Office for Davidson County, Tennessee.

This property also known as 4805 Gillespie Drive, Antioch, Tennessee 37013.

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. 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, 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 David B. Turley and Tracy B. Turley, husband and wife to D. W. McMackin, resident of Davidson County, TN, Trustee, and securing a certain debt and/or indebtedness to Ford Consumer

Finance Company, Inc.. Said deed of trust is dated May 24, 1996, and recorded in Book 10064, Page 251, 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, we also agree to the following terms for acceptance by both parties of this voluntary reconveyance:

1. The property will be vacated by Dec 15 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 occupants agree 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, we will be notified, by telephone, a day in advance. If written notification is required, we agree to vacate the property within five (5) days of receipt of the written notification.

WITNESS our hands this the 12-17 day of December, 1996.

David B. Turley
DAVID B. TURLEY

Tracy B. Turley
TRACY B. TURLEY

STATE OF ARIZONA)
COUNTY OF Maricopa)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **David B. Turley and Tracy B. Turley**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who under oath acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 17 day of December, 1996.

Carey L. Slade
NOTARY PUBLIC

My Commission Expires:
June 28, 1999

OFFICIAL SEAL
CAREY L. SLADE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires June 28, 1999

BOOK 10296 PG 236

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT

I, Robert P. Ziegler, Attorney, 201 4th Avenue North, Suite 1300, 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 $61,201.72.

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 19th day of December, 1996.

NOTARY PUBLIC

My Commission Expires:

01/24/98

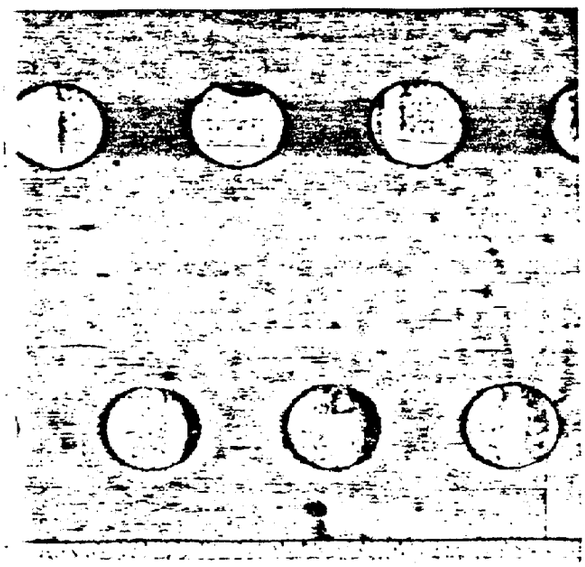
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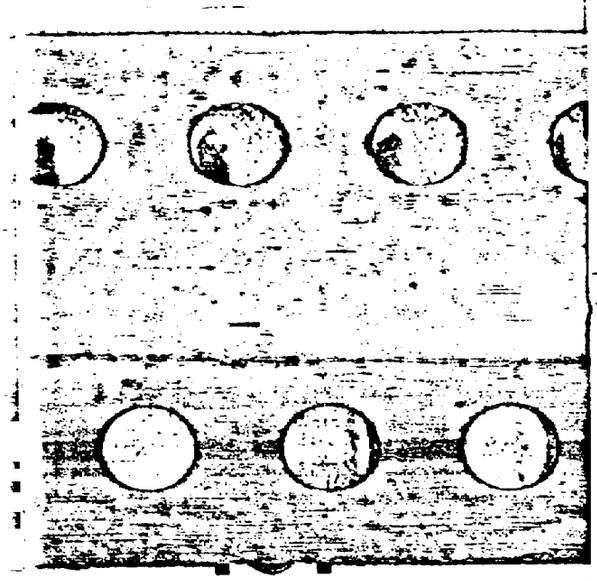
98 DEC 19 PM 2:21

DAVIDSON COUNTY, TN.

0257509

IDENTIFICATION REFERENCE





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

RECEIVED OF _____

FOR _____

BOOK 10296 PG 237

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	61201.72
CON TX	226.45
PRFEE	1.00
WDEED	12.00
TOTAL	239.45
CHECK	239.45

12/19/96 01 14:22 0001 7543

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0257509
IDENTIF. # REFERENCE

96 DEC 19 PM 2:21
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1100151