BOX 25-B

DEED IN LIEU OF FORECLOSURE BOOK 10440 PG 237

This Instrument Prepared By:

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

Address New Owner:

Commercial Credit Plan, Incorporated
3441 Lebanon Road
Suite 107
Jackson Courtyard
Hermitage, Tennessee 37076

Send Tax Bills To:

Map - Parcel Number: Map 93-16, parcel 58

97 MAY -2 PM 2:41
DAVIDSON COUNTY TN

0300822

THIS INDENTURE made this 1st day of MAY, 1997, by and between **Mary Ellen Brown, now known as Mary Ellen Brown Rucker,** hereinafter called Grantor, and **Commercial Credit Plan, Incorporated,** its successors and assigns, hereinafter called Grantee:

6529 05/02 0101 03CHECK 124.00

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:

Being Lot # 90 in the Maury and Claiborne's Addition to Nashville of record in Book 21, pages 84 and 85, Register's Office for Davidson County, Tennessee.

Said Lot # 90 fronts 35 feet on the east side of Clairborne Street and runs back between parallel lines, with the southerly margin of Green Street, 165 feet to a 20 foot alley.

Being the same property conveyed to James Alton Brown and wife, Mary Ellen Brown by deed fom Calvin A. Buchman and wife, Libby S. Buchman, dated September 25, 1978, recorded Ocotber 10, 1978, in Book 5348, page 540, Register's Office for Davidson County, Tennessee. The said James Alton Brown having since died and Mary Ellen Brown having married Carl R. Rucker, who joins in this conveyance to transfer to Grantee any right, title and interest he may have in and to the property.

This property also known as 115 Claiborne Street, Nashville, Tennessee 37210.

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 Mary Ellen Brown to Aprile Garrison, Hermitage TN, Trustee, and securing a certain debt and/or indebtedness to Commercial Credit Plan, Incorporated. Said deed of trust is dated August 30, 1996, and recorded in Book 10176, Page 582, 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 5-01-1997 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 Commercial Credit Plan, Incorporated 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 our hands this the 1st day of May, 1997.

MARY ELLEN BROWN RUCKER

CARL R. RUCKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **MARY ELLEN BROWN RUCKER and CARL R. RUCKER**, the bargainor, 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 1st day of May, 1997.

NOTARY PUBLIC

My Commission Expires:

APRILE H. GARRISON NOTARY PUBLIC AT LARGE WILSON CO. TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 10440 PAGE 239

AFFIDAVIT

I, Aprile Garrison, Branch Manager, Commercial Credit Plan, Incorporated, 3441 Lebanon Road, Suite 107, Jackson Courtyard, Hermitage, Tennessee 37076, do hereby state that the actual consideration or value, whichever is greater, for this transfer is $30,000.00.

APRILE GARRISON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

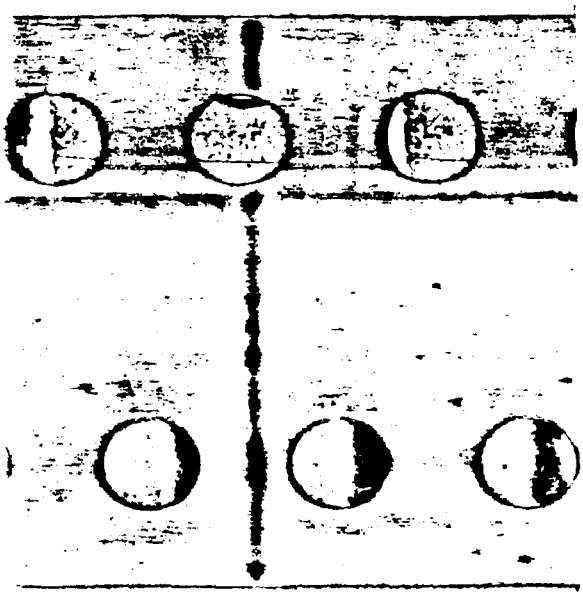
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Aprile Garrison,** with whom I am personally acquainted, and who, under oath acknowledged that she executed the foregoing Affidavit for the purpose therein contained.

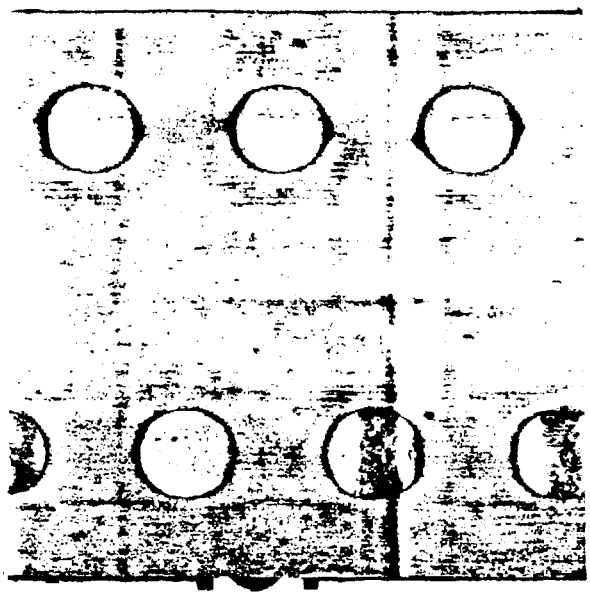
WITNESS my hand and official seal this 1st day of May, 1997.

NOTARY PUBLIC

My Commission Expires:

5-29-2000





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10440 PG 240

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 30000.00
CON TX 111.00
PRFEE 1.00
WDEED 12.00
TOTAL 124.00
CHECK 124.00

05/02/97 01 14:47 0001 6529

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0300822
IDENTIF. REFERENCE

97 MAY -2 PM 2:41
REGISTER
DAVIDSON COUNTY, TN.

No. 1146607