260

BOOK 10724 PG 744

SEND NEW TAX BILLS TO NEW OWNER:

F & J Enterprises, Inc.
191 Edmond Court
Franklin, TN 37067

THIS DOCUMENT PREPARED BY:

Robert J. Notestine III, Attorney at Law
104 Woodmont Blvd., Suite 115
Nashville, TN 37205
Prepared from information furnished by the parties.

Map 60-16-0
Parcel 100.00

**DEED IN LIEU OF FORECLOSURE**

THIS INDENTURE, made this 20th day of November, 1997, between Stuart Harmer and The Harmer Group, Inc. hereinafter called Grantors, and F & J Enterprises, Inc., a Tennessee corporation, its 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 this is hereby acknowledged, and other valuable consideration, the Grantors have bargained and sold, and by these presents do transfer and convey unto the 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 lot No. 282 on the Plan of Joywood Heights, Section 2, as of record in Book 1130, Pages 92 and 93, said Register's Office.
>
> Said Lot No. 282 fronts 75 feet on the northerly side of Dellway Drive and extends back 285.3 feet on the westerly line and 290.1 feet on the easterly line to a dead line measuring 75.1 feet thereon.
>
> Being the same property conveyed to The Harmer Group, Inc. by Quitclaim Deed from Stuart Harmer of record in Book 10287, Page 486, Register's Office for Davidson County, Tennessee.
>
> This is improved property commonly known as 151 Dellway Drive, Nashville, Tennessee 37207.
>
> Stuart Harmer joins in this conveyance to convey any interest he may have in the above-described real property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, his successors and assigns forever. We covenant with the Grantee that we are lawfully seized and possessed of said land in fee simple, have 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 whomever.

THIS DEED is an absolute conveyance of title in effect as well as in form, and it 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 Stuart Harmer and by the terms of that certain Deed of Trust encumbering the property herein conveyed. Said Deed of Trust is dated June 7, 1996 and recorded in Book 10081, Page 976, in said Register's Office, and this conveyance is for the purpose of completely satisfying said obligation and terminating said Deed of Trust and note secured thereby, and any effect thereof in all respects. Grantors further warrant, that as of the date of execution of this instrument, they have not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

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THE HARMER GROUP, INC.

Stuart Harmer
Grantor - Stuart Harmer

By: _____
Grantor - Stuart Harmer, President

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 Stuart Harmer, the bargainor, with whom I am personally acquainted, and who acknowledged that ~~they~~ he executed the within named instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 20th ~~day~~ of November, 1997.

Notary Public

My Commission Expires: 1-24-98

State of Tennessee
County of Davidson

Before me, the undersigned, a Notary Public in and for said County and state, personally appeared Stuart Harmer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be President of The Harmer Group, Inc., a Tennessee Corporation, the within named bargainor, a corporation and that he as such President executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and official seal at Nashville, Tennessee this 20th day of November, 1997.

Notary Public

My Commission Expires: 1-24-98

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer of Forty Six Thousand Eight Hundred Dollars ($46,800.00).

Affiant

Subscribed and sworn to before me, this the 20th day of November, 1997.

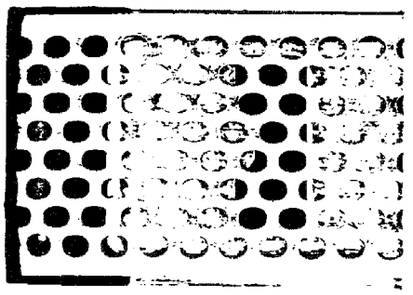
Notary Public

My Commission Expires: 1-24-98

97 DEC 17 AM 11:11
IDENTIFICATION REFERENCE
038118

2213 12/17/97 01:01 03CHECK 182-16

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



RECEIVED OF _____

FOR _____

BOOK 10724 PG 746

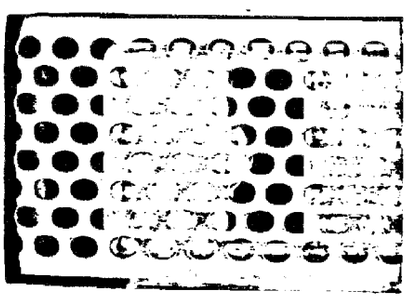
| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|

| | |
|---|---|
| CAMT | 46800.00 |
| CON TX | 173.16 |
| PRFEE | 1.00 |
| MISC | 8.00 |
| TOTAL | 182.16 |
| CHECK | 182.16 |

12/17/97 01 11:12 0001 2213

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0381118
IDENTIFICATION REFERENCE

DEC 17 AM 11:11

REGISTER
DAVIDSON COUNTY, TN.

No. 1232966