Prepared by:
Frontier Title & Escrow
109 C East Avenue
Goodlettsville, TN 37072

Map/Parcel 156-51

PICK-UP

Send Tax Bills To:
James R. Overby
600 42nd Ave. N.
Nashville, Tn. 37209

Instr:200007310074933 Page: 1 OF 2
REC'D FOR REC 07/31/2000 8:21:38AM
RECORD FEE: $11.00
M. TAX: $0.00 T. TAX: $102.71

DEED IN LIEU OF FORECLOSURE

This deed made and entered into this 28th day of July, 2000 by and between Jimmy D. Strong, parties of the first part and James R. Overby, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Twenty Seven Thousand Seven Hundred Sixty and 81\100 ($27,760.81) cash in hand paid, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey unto the party of the second part its successors and assigns, the following described property located in Davidson County, Tennessee.

A certain tract or parcel of land in Davidson County, State of Tennessee is described as follows, to-wit:

Land in the 9th Civil District of Davidson County, Tennessee, being Lot No. 30 on the Plan of Harpeth Heights, Section 5, not of record, described according to a survey made by Hal R. Swann, Jr. Surveyor, October 26, 1963, and revised June 21, 1965, as follows:

Beginning at a point on the northerly margin of Marler Road, 193.1 feet southerly from the southwest corner of Lot No. 20 on said plan conveyed to Alvin W. Terrell and Son, Inc. by deed from E. U. Buchi and wife, of record in Book 3882, Page 487, Register's Office for said County: thence with the northerly margin of said Road eastwardly 136.5 feet; thence northwardly 252.7 feet to the southeast corne of said Lot No. 20; thence with the line between said Lots Nos. 20 and 30 westwardly 146 feet to the southwest corner of said Lot No. 20; thence southwardly 193.1 feet to the beginning.

Being the same property conveyed to grantor herein by deed of record in Book 10214, Page 548, Register's Office Davidson County, Tennessee.

SUBJECT to any and all existing easements, setback lines and restrictive covenants of record in said Register's Office.

This deed is being executed, delivered and accepted in Lieu of foreclosure and the same shall be interpreted and construed as a complete release of the Grantor from all liability under the Note Dated 10/02/96 in the original principal amount of $28,474.28 secured by a Deed of Trust, dated 10/02/96 executed by Jimmy D. Strong, of record in Record Book 10214, Page 551, Register's Office Davidson County, Tennessee, which Note and Deed of Trust were given by Grantor to Grantee. It is further agreed between the parties that this is an absolute conveyance to Grantee of all right, title and interest in the property including specifically, but without limitations, any equity or rights of redemption of Grantors in the property.

Notwithstanding the above release of Grantor from all liability under all of the liens and security interests evidencing or securing payment of the note, it is the intention of the grantor and the grantee that the Deed of Trust of record in Book 10214, Page 551, Register's Office for Davidson County, Tennessee, not merge with the title acquired by the grantee pursuant to the deed. No such merger will occur unless and until such time as the grantee executes and duly records a written instrument specifically effecting such a merger. Accordingly, unless and until such an instrument is executed and recorded, the mortgage will remain valid and continuing lien, securing title, and security interest again, in, and to the property described herein.

TO HAVE AND TO HOLD the same with all the appurtenances thereto belonging to the party of the second apart, its successors and assigns forever, with Covenant of General Warranty.

This conveyance is subject to any and all planning and zoning regulations and any and all easements and restrictions of record.

IN TESTIMONY WHEREOF, witness the hand of the parties of the first part on this date first above written.

Witness our hands this 28 day of July , 2000.

Jimmy Strong
Jimmy D Strong

This is improved property known as: 7947 Marler Road, Nashville, TN 37221

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 Jimmy D. Strong, the bargainor 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 Nashville, Tennessee, this 28 day of July, 2000.

Joyce Ann Milligan
Notary Public
Commission expires 01-31-04

My Commission Expires: 01-31-04

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration for this transfer or value of property (whichever is greater) is $27,760.81. This is equal to or greater than the property would bring at a fair and voluntary sale.

Sworn to and subscribed before me this 28 day of July, 2000.

Joyce Ann Milligan
Notary Public

My Commission Expires: 01-31-04