PICK-UP

THIS INSTRUMENT PREPARED BY AND RETURNABLE TO:
CLIFFORD D. PIERCE, JR.
WYATT, TARRANT & COMBS
6800 POPLAR AVENUE, SUITE 200
MEMPHIS, TENNESSEE 38177-5000

Davidson County DEEDWARR
Recvd: 10/26/00 14:12 3pgs
Fees:15.00 Taxes:191.39
20001026-0106267

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made and entered into this 31st day of July, 2000, by and between Deborah K. Smith, an unmarried person (herein "Grantor," whether one or more) and Associates Home Equity Loan Corporation," whether one or more).

WITNESSETH:

That for the consideration hereinafter expressed Grantor has bargained and sold and does hereby bargain, sell convey and confirm unto Grantee the following described real estate, situated and being in the Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 183 on the Map of Waters Place on Maxey Land, County of Davidson, State of Tennessee, as of record in Book 332, Pages 136 and 137, said Register's Office to which plan reference is here made for a more complete description thereof. See deed bk # 7894 Pg. 44

TO HAVE AND TO HOLD the aforedescribed real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, Associates Home Equity Loan Corporation, its heirs, successors and assigns in fee simple forever.

Grantor does hereby covenant with Grantee that she is lawfully seized in fee of the aforedescribed real estate; that she has a good right to sell and convey the same; that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons; and that the same is unencumbered except by Deed of Trust recorded in Book 11345, Page 860 in the Register's Office of Davidson County, Tennessee.

The consideration for this conveyance is as follows: the cancellation and surrender of that certain indebtedness in the amount of Fifty One Thousand Seven Hundred Twenty Six Dollars and Ninety Seven Cents ($51,726.97), secured by Deed of Trust recorded in Book 11345, Page 860 in the Register's Office of Davidson County, Tennessee, which was executed by Deborah K. Smith, to Greater Nashville Title, Trustee, securing indebtedness in the original sum of $51,890.40 payable to Associates Home Equity Loan Corporation.

This deed is an absolute conveyance, the Grantor having sold the aforedescribed real estate to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the aforementioned Deed of Trust executed by Deborah K. Smith (as Mortgagor) to Greater Nashville Title, (as Trustee) recorded in Book 11345, Page 860 in the Register's Office of Davidson County, Tennessee and the note secured thereby.

Notwithstanding the conveyance of the above described real property from Grantor to Grantee, that certain Deed of Trust dated February 10, 1999, from Grantor, as borrower, to Grantee, as beneficiary, recorded in Register's Office of Davidson County, Tennessee, in Book 11345, Page 860, to secure the indebtedness described therein, shall not be released or merged herein as a result of this conveyance, but said Deed of Trust shall continue in full force and effect until the release thereof by Grantee herein.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between Grantor and Grantee with respect to the aforedescribed real estate.

The words Grantor and Grantee as used herein shall mean "Grantors" and "Grantees," respectively, if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature(s) of the Grantor on the day and year first above written.

Deborah K. Smith

Deborah K. Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Deborah K. Smith** to me known (or proved on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 31 day of July 2000.

My commission expires:
9-21-2007

Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred whichever is greater, is $51,726.97 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 31 day of July, 2000.

Notary Public

ROSE A. BYBEE
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TENNESSEE
My Commission Expires Sept 25, 2001

My commission expires:
9-25-01

Property Address: 1607 Litton Avenue
Nashville, TN 37216

Tax parcel ID: 072-11-0-157.00

Mail tax bills to: Associates Financial Services Company, Inc.
1111 Northpoint Drive
Bldg. 4, Suite 100
Coppell, TX 75019

State Tax	$191.39
Register's Fee	$ 3.00
Recording Fee	$ 12.00
Total	$206.39