THIS INSTRUMENT PREPARED BY AND RETURNABLE TO:
CLIFFORD D. PIERCE, JR.
WYATT, TARRANT & COMBS, LLP
1715 AARON BRENNER DRIVE, SUITE 800
MEMPHIS, TENNESSEE 38120-4367

Davidson County DEEDWARR
Recvd: 07/09/01 15:22 3pgs
Fees:18.00 Taxes:393.93
20010709-0073012

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made and entered into this 14th day of June, 2001, by and between Menah A. E. Pratt and Obadiah J. Clarke, married (herein "Grantor," whether one or more) and Ford Consumer Finance Company, Inc. (herein "Grantee," 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 Davidson County, Tennessee:

Tract I
Land in Davidson County, Tennessee, being the southerly half of Lot Nos. 72, 73 and 74 in J. M., T. J. and O. W. Hardings plan of Lots, in North Nashville, as recorded in Book 21, Page 80, Register's Office for said County, described as follows:

Beginning on the northwest corner of Dr. D. B. Todd, Jr. Blvd., formerly 18th Avenue North, 16 foot alley, being the S. E. corner of said Lot No. 74; thence with the northerly margin of said alley, westwardly 150 feet, more or less, to the easterly margin of a 12 ½ foot alley take off of the easterly side Lot No. 71; by deed of record in Book 343, Page 588, said Register's Office; and beginning also the southeast corner of said Lot 71; thence with the easterly margin of said 12 ½ foot alley, northwardly 75 feet to Duke's southwest corner; thence with Duke's southerly line, eastwardly 137 feet, more or less, to the westerly margin of Dr. D. B. Todd, Jr. Blvd., formerly 18th Avenue North; thence with said Avenue, southwardly 76 -1/4 feet, more or less, to the beginning.
Being the same property conveyed to Aaron L. Allen and wife, Edith M. Allen, by deed from William T. Phillips and wife, Marguerite Phillips of record in Book 1116, Page 226, Register's Office for Davidson County, Tennessee, the said Aaron L. Allen and wife, Edith M. Allen both having since died, he having predeceased her, and she having died testate, her will being of record in Will Book 189, Page 270, Probate County Clerks Office for Davidson County, Tennessee, appointing Third National Bank in Nashville as Executor of the Estate.

Tract II
Land in Davidson County, Tennessee, being the Northerly 75 feet of Lots 72, 73 and 74 on the Plat of J. M., T. J. and O. W. Harding's addition to Nashville as recorded in Book 21, Page 80, Register's Office for said County, described as follows:

Beginning at the northeast corner of Lot No. 71 in said Harding's Addition being also the northeast corner of a 12 ½ foot alley, which alley is described in a deed from Tillman and wife, to George M. Tillman and Evelyn Polk, of record in Book 342, Page 588 said Register's Office; starting at said corner and the south margin of Formosa Street; thence running southwardly at right angles to Formosa Street 73 feet; thence running eastwardly at right angles to said 12 ½ foot alley to the westerly margin of 18th Avenue North Salem Street; thence northwardly with the west margin of said Salem Street or 18th Avenue North to said margin of Formosa Street, thence with the southerly margin of Formosa Street about 174 feet to the beginning.

Being the same property conveyed to A. L. Allen and wife, Edith M. Allen by deed from Mattie C. Otey, John N. Otey and wife, Julia R.M. Otey of record in Book 1248, Page 655. The said A. L. Allen having predeceased Edith M. Allen and the said Edith Allen having since died. The will of Edith Allen of record in Will Book 189, Page 270, Davidson County Probate clerks Office appoints Third National Bank in Nashville as Executor and directs the subject property be sold.

Both tracts being the same property conveyed to Menah A. E. Pratt, by deed dated 2-4-95, from Estate of Edith M. Allen by David P. Rogers, recorded on 2-8-95, in the Register's Office for Davidson County, Tennessee, in Book 9591, Page 358.

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, Ford Consumer Finance Company, Inc., its heirs, successors and assigns in fee simple forever.

Grantor does hereby covenant with Grantee that they are lawfully seized in fee of the aforedescribed real estate; that they have 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 10691, Page 750 in the Register's Office of Davidson County, Tennessee.

The consideration for this conveyance is as follows: upon release thereof by the Grantee herein, the cancellation and surrender of that certain indebtedness in the amount of One Hundred Six Thousand Four Hundred Sixty Eight Dollars and Thirteen Cents($106,468.13), secured by Deed of Trust recorded in Trust Book 10691, Page 750 in the Register's Office of Davidson County, Tennessee, executed by Menah A. E. Pratt and Obadiah J. Clarke, married to Transcontinental Title, Trustee, securing an indebtedness in the original sum of $109,988.06 payable to Ford Consumer Finance Company, Inc.

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 Menah A. E. Pratt, and Obadiah J. Clarke, married, (as Mortgagors) to Transcontinental Title (as Trustee) recorded in Book 10691, Page 750 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 November 14, 1997, from Grantor, as borrower, to Grantee, as beneficiary, recorded in Register's Office of Davidson County, Tennessee, in Book 10691, Page 750, 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 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.

Menah A. E. Pratt

Obediah J. Clarke

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Menah A. E. Pratt**, 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 14th day of June 2001.

My commission expires:
3/26/05

Peggy Lynn Brandau
Notary Public

PEGGY LYNN BRANDAU NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Obadiah J. Clarke**, 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 he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 14th day of June 2001.

My commission expires:
3/26/05

Notary Public

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 $106,468.13, 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 14th day of June, 2001.

Notary Public

My commission expires:
3/26/05

Property Address:	1601 DB Todd Jr. Blvd. Nashville, TN 37208
Tax parcel ID:	081-15-0-125.00
Mail tax bills to:	Associates Financial Services Company 1111 Northpoint Drive Bldg. 4, Suite 100 Coppell, TX 75019
State Tax	$393.93
Register's Fee	$ 3.00
Recording Fee	$ ~~12.00~~ 15.00
Total	~~$408.93~~ 411.93