Box 17

THIS INSTRUMENT WAS PREPARED BY:
COOMER AND JENKINS, ATTORNEYS AT LAW
Suite 230, 392 Harding Place, Nashville, TN 37211

DEED IN LIEU OF FORECLOSURE

AND RELEASE OF LIEN

43-9
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THIS DEED OF CONVEYANCE and release of mortgage is made and entered into this 19TH day of November, 2001, by and between Kenneth G. Aldridge and wife, Kimberly Ann Aldridge (hereinafter referred to as the "Grantors") and Mary R. Rippetoe (hereinafter referred to as the "Mortgagees").

W I T N E S S E T H:

WHEREAS, on September 6, 1996, Kenneth G. Aldridge and wife, Kimberly Ann Aldridge executed that certain Deed of Trust Note payable to the order of Joe L. Rippetoe (he having since died) and wife, Mary R. Rippetoe in the original principal sum of Thirty One Thousand Five Hundred 00/100 ($31,500.00) Dollars; and

WHEREAS, on September 6, 1996, the said Kenneth G. Aldridge and wife, Kimberly Ann Aldridge also executed that certain Deed of Trust conveying to M. Norris Jenkins, Trustee, the hereinafter described real property to secure the payment of said note; and

WHEREAS, said Deed of Trust is properly recorded in Book 10182, page 596, Register's Office for Davidson County, Tennessee; and

WHEREAS, the Mortgagee is now the lawful owner and holder of said Deed of Trust Note with full power and authority to discharge same and to discharge and release the mortgage lien granted in said Deed of Trust; and

WHEREAS, the balance of the indebtedness due on said Deed of Trust Note is 25,236.40; and

WHEREAS, the said Kenneth G. Aldridge and Kimberly Ann Aldridge, the Grantors, acknowledge themselves to be in default and unable to pay the balance of said indebtedness; and

WHEREAS, the Grantors and the Mortgagee have agreed that the fair market value of said real property, together with all of the improvements thereon, is equal to or less than the balance of the indebtedness due on said Deed of Trust Note; and

Davidson County DEEDWARR
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Fees:23.00 Taxes:93.37
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WHEREAS, the Grantors desire to be released from the terms, requirements and payment described and referred to in said Deed of Trust and Deed of Trust Note; and

WHEREAS, the Grantors have agreed to transfer to Mary R. Rippetoe ("Grantee") the hereinafter described real property in consideration for a full and absolute release from any and all current or future liability or obligation to the terms, requirements and payment described and referred to in said Deed of Trust and Deed of Trust Note; and

WHEREAS, the Mortgagee has agreed to forever release and discharge the Grantors from any and all current and future liability or obligations to the terms, requirements and payment described and referred to in said Deed of Trust and Deed of Trust Note in consideration for the transfer and conveyance of said real property to Mary R. Rippetoe, the Grantee;

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements both hereinbefore and hereinafter mentioned, and the mutual benefits to be derived to all the parties by the execution of this instrument of conveyance and release;

Mary R. Rippetoe, the Mortgagee, hereby releases and forever discharges Kenneth G. Aldridge and Kimberly Ann Aldridge, from any and all current and future liability, obligation, terms, requirements and payments described and contained in that certain Deed of Trust Note dated September 6, 1996, in the original principal sum of Thirty One Thousand Five Hundred 00/100 ($31,500.00) Dollars and that certain Deed of Trust dated September 6, 1996, and recorded in Book 10182, page 596, Register's Office for Davidson County, Tennessee; and simultaneously with such release;

We, Kenneth G. Aldridge and Kimberly Ann Aldridge, the Grantors, hereby transfer and convey unto the Mary R. Rippetoe, the Grantee, her heirs and assigns, that certain parcel of land situated in Davidson County, Tennessee, and described as follows:

Being Lot Nos. 33 and 34 of Block "A", Overlook Estates, as of record in Book 843, page 105, Register's Office for Davidson County, Tennessee.

Said Lot Nos. 33 and 34 front 100 feet on the southerly side of Wiley Street, and runs back between parallel lines 135 feet to a dead line.

Being the same property conveyed to Kenneth G. Aldridge and wife, Kimberly Ann Aldridge, by deed from Joe L. Rippetoe and wife, Mary R. Rippetoe of record in Book 10182, page 593, Register's Office for Davidson County, Tennessee.

To have and to hold said parcel of land together with the appurtenances, estate, title and interest thereto belonging unto the said Mary R. Rippetoe, the Grantee, her heirs and assigns forever.

The Grantors warrant, covenant and represent that they are lawfully seized of said property, that they have the full right, power and authority to convey same and that said property is free and clear of all liens, and encumbrances except for applicable zoning laws, restrictive covenants, easements of record and the state and county real property tax for the year 2001. It is expressly agreed and understood that the real property tax for the year 2001, a lien due and payable, is assumed by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this deed of conveyance and release by subscribing hereto their respective signatures and their official signatures all as of the date and place aforesaid.

GRANTORS

Kenneth Aldridge
KENNETH G. ALDRIDGE

Kimberly Ann Aldridge
KIMBERLY ANN ALDRIDGE

MORTGAGEE

Mary R. Rippetoe
MARY R. RIPPETOE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, KENNETH G. ALDRIDGE and KIMBERLY ANN ALDRIDGE, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of November, 2001.

My Commission Expires:

11/24/2001

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Laura A. Beasley
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARY R. RIPPETOE, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of November, 2001.

My Commission Expires:
3-26-05

NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $25,236.40.

AFFIANT

Subscribed and sworn to before me this 19th day of November, 2001.

My Commission Expires:
3-26-05

NOTARY PUBLIC

Address of New Owner:
Send Tax Bills To:

Mary R. Rippetoe
240 Highland Villa Circle
Nashville, TN 37211