THIS INSTRUMENT PREPARED BY:
JOE M. LAMBERT, JR.
ATTORNEY T LAW
FIRSTAR BANK BUILDING
P.O. BOX 306
SHELBYVILLE, TN 37162
(931) 684-9600

NEW PROPERTY OWNERS:

PICK-UP

WELLS FARGO FINANCIAL
TENNESSEE, INC.

This property is identified
on the Tax Assessor's records
as Map 092-06-0 265.00

TAX RESPONSIBILITY: SAME

Davidson County DEEDWARR
Recvd: 01/16/02 11:26 3pgs
Fees:18.00 Taxes:256.41

20020116-0006534

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that **JEL JOHNSON** (a single person), hereinafter called grantor, for $1.00 and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **WELLS FARGO FINANCIAL TENNESSE, INC., fka NORWEST FINANCIAL TENNESSEE, INC.**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Davidson, State of Tennessee, described as follows:

> LAND in Davidson County, Tennessee, being the west 35 feet of Lot No. 29 and Lot No. 30 in Faulkner and Ashcraft's Subdivision of Lots 18 and 19 in Boyd McNairy Tract, a plan of which is of record in Book 57, Page 121, Register's Office for said County.
>
> SAID part of said Lot No. 29 fronts 35 feet on the south side of Herman Street and runs back between parallel lines 106 feet to an alley.
>
> BEING the same property conveyed to Jel Johnson by Quitclaim Deed from Mark Henry Weems, a single man, of record in Book 11602, Page 561, said Register's Office.
>
> ALSO BEING part of the same property conveyed to Mark Henry Weems, an unmarried person, by deed from James L. Shaw and wife, Martha L. Shaw of record in Book 7115, Page 901, said Register's Office.
>
> SUBJECT to any and all existing easements, setback lines and restrictive covenants of record in the said Register's Office.

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This Deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereinafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantor, her heirs or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, or under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on July 17, 2000, by grantor in favor of grantee and recorded as Instrument # 200007310075090, Register's Office, Davidson County, Tennessee.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 14th day of January, 2002.

Witness

Amy McCorkle

Shanna Johnson

JEL JOHNSON, GRANTOR

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On this the 14th day of January, 20 02, before me, B. Bruce, the undersigned notary, personally appeared JEL JOHNSON, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

B Bruce
NOTARY PUBLIC

My Commission Expires: 5/29/05

STATE OF TENNESSEE)

COUNTY OF **Davidson**)

The actual consideration or value, whichever is greater, for this transfer is **$59,300.00**.

AFFIANT Antwan Floyd

Subscribed and sworn to before me on this 14th day of January 20 02.

B Bruce
NOTARY PUBLIC

My commission expires: 5/29/05

RE#68/johnson.deedinlieu