SEND NEW TAX BILL TO NEW OWNER

D. Wayne Vantrease
P.o. Box 50473
Nashville, TN 37205

THIS DOCUMENT PREPARED BY:

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Davidson County DEEDWARR
Recvd: 12/19/02 10:46 2pgs
Fees:13.00 Taxes:119.70
20021219-0156763

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 18th day of December, 2002, between Travis K. Samuel and wife, Monica L. Samuel, hereinafter called Grantors, and D. Wayne Vantrease and wife, Brenda R. Vantrease, their heirs and assigns, hereinafter called Grantees.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar ($1.00) cash in hand paid, the receipt of this is hereby acknowledged, and other valuable consideration, the Grantors have bargained and sold, and by these presents does transfer and convey unto the Grantee, his heirs and assigns, his one-half undivided interest in certain tracts or parcels of land in Davidson County, Tennessee, described as follows; to wit:

Being Lots Nos. 4 and 35 on the Plan of J. M. Eatherly's Addition to Northeast Nashville as of record in Plat Book 57, page 138, Register's Office for said County, to which plan reference is made for a more complete description of said lots.

Being the same property conveyed to Travis K. Samuel and wife, Monica L. Samuel by Warranty Deed from William FR. Andrews and D. Wayne Vantrease of record in Book 9320, page 100, said Register's Office for Davidson County, Tennessee.

This is improved property commonly known as 331 Cleveland Street, Nashville, Tennessee 37207. Map 82-3 Parcel 427

TO HAVE AND HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantees, their heirs and assigns forever. We covenant with the Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that the same in unencumbered except as otherwise herein set out.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomever.

THIS DEED is an absolute conveyance of title in effect as well as in form, and it is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefore in addition to that hereinabove set forth is the full release of all debts, obligations and charges heretofore existing on the account of and by the terms of that certain deed of trust encumbering the property herein conveyed. Said deed of trust is dated April 20, 1994 and recorded in Book 9320, page 103, in said Register's Office, and this conveyance is for the purpose of completely satisfying said obligation and terminating said deed of trust and note secured thereby, and any effect thereof in all respects.

Grantors further warrant, that as of the date of execution of this instrument, he has not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Grantor, Travis K. Samuel

Monica L. Samuel

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 Monica L. Samuel the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within named instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of December, 2002.

NOTARY PUBLIC

My Commission Expires: 05/28/03

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 Travis K. Samuel the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within named instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of December, 2002.

NOTARY PUBLIC

My Commission Expires: 05/28/03

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer of _____ Dollars ($ 32,351.00).

AFFIANT

Subscribed and sworn to before me, this the 18th day of December, 2002.

NOTARY PUBLIC

My Commission Expires: 05/28/03