Tucker, Sharon R.

This instrument prepared by:
Michael I. Mossman, Attorney
One Church Street Building, Suite 500
Nashville, Tennessee 37201
Map/Parcel 8-16-65

New Owner - Send Tax Bills:
First Horizon Home Loans
1755 Lynnfield, 1st Floor
Memphis TN 38119

Davidson County DEEDWARR
Recvd: 09/10/03 13:34 4pgs
Fees:22.00 Taxes:0.00
20030910-0132168

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 22 day of August, 2003 between SHARON R. TUCKER hereinafter called GRANTOR, and FIRST HORIZON HOME LOANS, their successors and assigns, hereinafter called GRANTEE.

WITNESSETH:

THAT FOR AND INCONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration, the GRANTOR has bargained and sold, and by these presents does transfer and convey unto the said GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

PROPERTY LOCATED IN DAVIDSON COUNTY, TENNESSEE:

Land in Davidson County, Tennessee, being Lot(s) 97, Section 6, as shown on the map entitled Valley Grove, of record in Plat Book 5200, page (s) 583, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to SHARON R. TUCKER, by deed of record as Instrument No. 200003060022617, said Register's Office.

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

I further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

THIS DEED is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefore in addition to that herein above set forth is the full release of all debts, obligations, and charges heretofore existing on account of and by the terms of that certain Deed of Trust on the property herein conveyed. Said Deed of Trust is dated February 25, 2000, executed by Sharon R. Tucker, recorded as Instrument Number 200003060022618 in the Register's Office for Davidson County, Tennessee, and this

conveyance is for the purpose of completely satisfying said obligation and terminating said Deed of Trust and notes secured thereby, and any effect thereof in all respects.

THE GRANTOR further warrants that, as of the date of execution of this instrument, she does not own any other property subject to a mortgage insured by First Horizon Home Loans, or held by First Horizon Home Loans, and further that she has not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

Sharon Tucker
SHARON R. TUCKER

STATE OF Georgia
COUNTY OF Cobb

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sharon R. Tucker, whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Suntrust Bank this 22nd day of August, 2003

Notary Public Janis Johnson
My Commission Expires: 11/14/06

JANIS JOHNSON NOTARY PUBLIC COBB COUNTY, GA

The actual value or consideration, whichever is greater for this transfer is $ 1.00

Sharon Tucker
Affiant

Subscribed and sworn to before me, this the 22nd day of August, 2003.

Notary Public Janis Johnson
My Commission Expires: 11/14/06

JANIS JOHNSON NOTARY PUBLIC COBB COUNTY, GA

ESTOPPEL AFFIDAVIT

STATE OF GEORGIA

COUNTY OF COBB

Sharon R. Tucker, first being duly sworn, depose and say:

That she is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to First Horizon Home Loans dated the 22nd day of August, 2003, conveying the following described property

PROPERTY LOCATED IN DAVIDSON COUNTY, TENNESSEE:

Land in Davidson County, Tennessee, being Lot(s) 97, Section 6, as shown on the map entitled Valley Grove, of record in Plat Book 5200, page (s) 583, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to SHARON R. TUCKER, by deed of record as Instrument No. 200003060022617, said Register's Office.

That the aforesaid Deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the said grantee; that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described, executed by Sharon R. Tucker, mortgagor(s) to First Horizon Home Loans as mortgagee, dated the 25th day of February, 2000, and recorded as Instrument Number 200003060022617 in the Register's Office of Davidson County, Tennessee, and the cancellation of record by said grantee of said mortgage, and the delivery to this affiant of the note or other evidence of debt secured by said mortgage, duly cancelled, receipt of which said cancelled note is hereby acknowledged.

That the aforesaid deed and conveyance was made by the deponent as the result of her request that the grantee accept such deed and was her free and voluntary act; that at the time of making said deed the deponent felt and still feels that the mortgage indebtedness above mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponent or of them; that at the time it was given there was no other person or persons, firms or corporation, other than the grantee therein named interested, either directly or indirectly in said premises; that the deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that the deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that the deponent in offering to execute the aforesaid deed to the grantee therein, and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the grantee in said deed, or the agent or attorney or any other representative of the grantee in said deed, and that it was the intention of the deponent as grantor in said deed to convey and by said deed the deponent did convey to the grantee therein all their rights, title, and interest absolutely in and to the premises described in said deed.

This affidavit is made for the protection and benefit of the aforesaid grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Sharon Tucker

SHARON R. TUCKER

Subscribed and sworn to before me this 23rd day of Aug., 2003.

Janis Johns
Notary Public

My Commission Expires: 11/14/06

JANIS JOHNS NOTARY PUBLIC DEB COUNTY

Return to: Michael I. Mossman, Attorney
One Church Street Building, Suite 500
Nashville, Tennessee 37201