DEED IN LIEU OF FORECLOSURE

This Instrument Prepared By:

William A. Vernich, Attorney, 201 4th Avenue North, Suite 1300, Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 09/25/03 13:41 3pgs
Fees:18.00 Taxes:214.37

20030925-0142328

Address New Owner:

Heritage Credit Union
1212 Huxley Street
P.O. Box 14047
Madison, WI 53714-0047

Send Tax Bills To:

SAME

Map- Parcel Number: 096-11-0-A 018.000CO

THIS INDENTURE made this 25th day of September, 2003, by and between **Melody A. Goodwin, unmarried**, hereinafter called Grantor, and **Heritage Credit Union**, it successors and assigns, hereinafter called Grantee:

W I T N E S S E T H

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and 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:

Being Unit Number C-2 of Hickory Place Condominiums, Phase I, Section I, a horizontal property regime established by Master Deed of Record in Book 647, page 435, and re-recorded in Book 6476, page 663, and amended in Book 6654, page 910; Instrument of Correction in Book 6759, page 533; amended in Book 7015, page 182, Book 7015, page 187, and Book 7015, page 192 the plat of which is of record in Plat Book 6250, page 228, said Registers Office, to which reference is hereby made for a more complete description.

Being the same property conveyed to Guy T. Grundman and Melody A. Goodwin, both unmarried by deed from DeWayne H. Breedlove, unmarried of record in Deed Book 8984, page 961; and further conveyed to Melody A. Goodwin by quitclaim deed from Guy T. Grundman, of record in Book 9172, page 676, Register's Office for said County.

This property also known as 410 Stewarts Ferry Pike, Nashville, Tennessee 37214.

TO HAVE AND TO HOLD the said tract or 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 I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that the same is unencumbered, except for a mortgage of record in Book 11525, Page 357, to Mary Frances Rudy, of Davidson County, Tennessee, Registers Office for Davidson County, Tennessee.

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.

It is agreed by and between the parties hereto that this deed is an absolute conveyance of any and all title in effect as well as in form and is not intended as a mortgage, trustee conveyance or security of any kind. It is further understood by and between the parties that the consideration for this transfer, in addition to the hereinabove set forth, is the full and absolute release of all debts, obligations and charges heretofore

existing on account of and in accordance with the terms of a certain deed of trust executed by Melody Goodwin, unmarried, to Mary Frances Rudy, of Davidson County, Tennessee, Trustee, and securing a certain debt and/or indebtedness to Heritage Credit Union, and recorded in Book 11525, Page 357, Register's Office for Davidson County, Tennessee. It is further understood that the express purpose of this conveyance is to completely satisfy said obligation and terminate the lien created by said deed of trust and the note(s) secured thereby and any effect thereof in all respects.

In addition to the terms agreed to in the legal documents pertaining to this transaction, by signature below, I also agree to the following terms for acceptance by both parties of this voluntary conveyance:

1. The property has already been vacated and left in good condition when vacated. No fixtures or permanent attachments may be removed from the property.

2. The occupant agrees to cooperate with Heritage Credit Union, to provide entrance to the property, including, but not limited to, entrance for appraisal, repair, listing and subsequent showing of the property. It is expected that this will be done in an agreeable manner. If entrance is required, I will be notified by telephone, a day in advance. If written notification is required, I agree to vacate the property within 5 days of receipt of the written notification.

WITNESS my hand this 25th day of September, 2003.

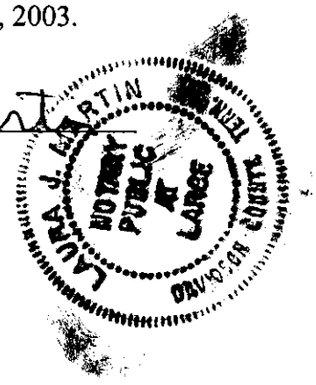
Melody A. Goodwin
MELODY A. GOODWIN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Melody Goodwin, unmarried, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who under oath acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 25th day of September, 2003.

Laura J. Martin
NOTARY PUBLIC



My Commission Expires: 3-26-05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT

I, William A. Vernich, Attorney, 201 4th Avenue North, Suite 1300, Nashville, Tennessee 37219, preparer of the foregoing Deed in Lieu of Foreclosure do hereby state that the actual consideration or value, whichever is greater, for this transfer is **$57,938.44.**

WILLIAM A. VERNICH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, William A. Vernich, Attorney, with whom I am personally acquainted, and who, under oath acknowledged that he executed the foregoing Affidavit for the purposes therein contained.

WITNESS my hand and official seal this 25th day of September, 2003.

NOTARY PUBLIC

LAURA J. MARTIN NOTARY PUBLIC AT LARGE DAVIDSON CO., TN

My Commission Expires: 3-26-05