Davidson County DEEDWARR
Recvd: 03/24/08 13:38 2 pgs
Fees:13.00 Taxes:569.80
20080324-0029049

10.00

PREPARED BY: ESCROW CORPORATION
131 Indian Lake Road, Suite 203
Hendersonville, TN 37075

NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.
GARY E. SMITH 127 Cumberland Shores Drive Hendersonville, TN 37075	OWNER	41-7-5

DEED IN LIEU OF FORECLOSURE

WHEREAS, GARY E. SMITH and wife, BARBARA MITCHELL SMITH (the Grantees) are the holders and owners of a certain promissory note in the original principal sum of $154,000.00 executed by SHARON RUTH HOYLE (the Grantor), payable to the Grantees, which is secured by a Deed of Trust of record in Instrument No. 20070220-0020036, Register's Office for Davidson County, Tenenssee; and

WHEREAS, the Grantor has agreed to make, and the Grantees have agreed to accept, this conveyance in return for full and complete satisfaction of said promissory note and the release of said Deed of Trust;

NOW, THEREFORE, for and in consideration of the sum of $10.00 (Ten Dollars), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, SHARON RUTH HOYLE, unmarried, by these presents does hereby transfer, grant, and convey unto the Grantees, GARY E. SMITH and wife, BARBARA MITCHELL SMITH, their successors and assigns, all of her right, title and interest in the following parcel of land situated in Davidson County, Tennessee, to wit:

> Being Lot No. 13 on the Plan of Bell Knob of record in Book 2854, page 116, Register's Office for Davidson County, Tennessee, to which plan refernece is here made for a more accurate legal description.
>
> Being the same property conveyed to Sharon Ruth Hoyle, unmarried, by deed of record in Instrument No. 20070220-0020035, Register's Office for Davidson County, Tennessee.

I COVENANT with the said Grantees that I am lawfully seized and possessed of the above described tract or parcel of land, that I have a good right to convey same, and that the same is unencumbered, EXCEPT for the applicable building and zoning restrictions, all visible easements and easements of record, and the 2008 real estate taxes.

I FURTHER COVENANT with the said Grantees and bind myself, my heirs and legal representatives, to warrant and forever defend the title to said tract or parcel of land, unto the said Grantees, their successors and assigns, against all lawful claims of all persons whomsoever EXCEPT as hereinabove set forth.

The Grantees execute this instrument for the sole purpose of agreeing that this conveyance is for the full and complete satisfaction of the herein described promissory note and release of the herein described deed of trust.

IN TESTIMONY WHEREOF, we have hereunto set our signatures, this the 5th day of March, 2008.

GRANTOR:

SHARON RUTH HOYLE

GRANTEES:

GARY E. SMITH

BARBARA MITCHELL SMITH

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named ~~Sharon Ruth Hoyle~~, Gary E. Smith, and Barbara Mitchell Smith, the within named bargainors, with 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 Hendersonville, Tennessee, this the 5th day of March, 2008.

NOTARY PUBLIC

My Commission Expires: 3/15/10

STATE OF TENNESSEE
COUNTY OF SUMNER

The actual consideration or value, whichever is greater for this transfer is $ 154,000.00.

AFFIANT

Subscribed and sworn to before me this 5th day of March, 2008.

NOTARY PUBLIC

My Commission Expires 1/3/11.

MARY ELLIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires January 3, 2011