BILL GARRETT, Davidson County
Trans:T20110061065 DEEDWARR
Recvd: 09/30/11 15:45 3 pgs
Fees:18.00 Taxes:243.59
20110930-0076070

THIS INSTRUMENT PREPARED BY:
McCann, Hubbard & Solomon
1804 Williamson Ct., Suite 102
Brentwood, TN 37027

Send New Tax Bill to New Owner
Mary Ann Hamblen
5235 Central Pike
Mt. Juliet, TN 37122

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 29th day of September, 2011, between **William A. White and wife, Jo Ann White,** hereinafter called **Grantor**, and **Mary Ann Hamblen, Trustee, Hamblen Family Credit Shelter Trust U/A dated 8/24/2000** as to a fifty percent (50%) interest and to **Mary Ann Hamblen, Trustee, The Hugh Donald Hamblen and Mary Ann Hamblen Revocable Living Trust Agreement dated August 24, 2000, as amended** as to a fifty percent (50%) interest, hereinafter called **Grantee**.

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 Grantor has bargained and sold, and by these presents does transfer and convey unto the Grantee, their heirs and assigns, all of their interest in certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 73 on the Plan of Golden Valley Estates, Section One, as of record in Book 4175, page 142, Register's Office for said County, to which said plan reference is hereby made for a complete legal description.

Being the same property conveyed to William A. White and wife, Jo Ann White, by Warranty Deed from Albert Lee Knox of record in Book 5729, page 114, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictive covenants and lien for sewer services as contained in instruments of record in Book 4447, page 108, as amended in Book 4447, page 594; easements and minimum building setback lines as shown on the above plan of record and taxes for 2011, which have been assumed by the Grantee herein.

This is improved property commonly known as **3169 Gwynnwood Drive, Nashville, TN**

TO HAVE AND HOLD the said parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, their heirs and assigns forever. We covenant with the 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.

map & parcel # 060-01-0-108.00

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, its 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 partial 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 September 30, 2003 to **Hugh and Mary Hamblen Living Trust** and recorded in **Instrument Number 20031015-0152845** and further assigned to **Mary Ann Hamblen, Trustee, Family Credit Shelter Trust U/A dated 8/24/2000, as amended,** as to fifty percent (50%) (Assignor) of record in **Instrument Number 20110124-0006602,** and fifty percent ((50%) to **Mary Ann Hamblen, Trustee, The Hugh Donald Hamblen and Mary Ann Hamblen Revocable Living Trust Agreement dated August 24, 2000, as amended.** Deed of Trust dated October 29, 2004, to **Hugh Donald Hamblen and Mary Ann Hamblen Living Trust** of record in **Instrument Number 20041108-0134400** and further assigned to **Mary Ann Hamblen, Trustee, Hamblen Family Credit Shelter Trust u/A dated 8/24/2000** as to fifty percent (50%) and to **Mary Ann Hamblen, Trustee, The Hugh Donald Hamblen and Mary Ann Hamblen Revocable Living Trust Agreement dated August 24,2000, as amended,** (Assignee) as to fifty percent (50%) **of record in Instrument Number 20110124-0006601,** Register's Office for Davidson County, Tennessee, and this conveyance is for the purpose of partially satisfying said obligation and terminating said deed of trust and note secured thereby, and any effect thereof in all respects.

Grantor further warrants, that as of the date of execution of this instrument, they have not filed a petition in bankruptcy within three (3) months prior to the execution of this deed, and have paid all federal taxes currently owed.

Wm. A White
William A. White

Jo Ann White
Jo Ann White

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within name William A. white and Jo Ann White, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within named instrument for the purposes therein contain.

Witness my hand and official seal at Brentwood, Tennessee, this 29 day of September, 2011.



Notary Public

My Commission Expires: 5-24-2013

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer of $ 65,836.04 .

AFFIANT

Subscribed and sworn to before me, this the 29 day of September, 2011.

Notary Public

My Commission Expires: 5-26-2013

