Buyer:
Larry Claud
3925 Thackeray Dr.
Nashville, Tenn 37207

Jay Bills
1st Federal Savings Loan Assn
4th & Union St
Nashville Tenn

BOOK 4464 PAGE 867

Map 41-12
Par. 63
pw

THIS INSTRUMENT PREPARED BY:
STEPHEN M. WORSHAM
ROBERTSON AND WORSHAM
ATTORNEYS AT LAW
100 EAST LAUDERDALE BLDG.
TULLAHOMA, TENNESSEE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND AND 00/100 ($20, 000. 00) DOLLARS, paid and to be paid as follows: ONE THOUSAND AND 00/100 ($1, 000. 00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and for the further consideration that the Grantees hereinafter named will assume and pay the principal balance due, with interest, in the amount of $14, 891. 81, of and on a certain installment Promissory Note in the original principal sum of $16, 800. 00, which note is secured by a Deed of Trust in favor of First Federal Savings & Loan of Nashville, Trustee on said Deed of Trust being James E. Malone, and which Note and Deed of Trust is recorded in Book 3713, page 571, Register's Office, Davidson County, Tennessee, and for the further consideration of a second mortgage and promissory note from the Grantees herein to the Grantors herein of even date herewith in the original principal sum of $4, 108. 19, plus interest in the amount of $1, 232. 45, for a total second mortgage indebtedness of $5, 340. 64, payable beginning on the first day of April, 1971, at the rate of $80. 00 per month for 65 months and the 66th monthly payment at $140. 64, we, DEWEY B. GAY and wife, TOMMIE DEAN GAY, have bargained and sold, and by these presents do transfer and convey unto the said LARRY CLAUD and wife, BRENDA CLAUD, their heirs and assigns, a certain tract or parcel of land in the County of Davidson, State of Tennessee, bounded and described as follows, to wit:

> Being Lot No. 89 on the Plan of Bellshire Estates, Section II, as of record in Book 2133, page 111, Register's Office for said County.
>
> Said lot No. 89 fronts 111. 8 feet on the Easterly side of Thackeray Drive and runs back 309. 7 feet on the Southerly line and 332. 7 feet on the Northerly line, which is a broken line, to a dead line in the rear, measuring 27. 1 feet thereon.
>
> Being the same property conveyed by Thurman W. Hill and wife, Anita C. Hill to Dewey B. Gay and wife, Tommie Dean Gay by Deed dated November 23, 1964, as of record in Book 3835, page 323, Register's Office, Davidson County, Tennessee.

In the event that the buyers herein should default in any of the terms and conditions of either of the aforementioned Notes and Deeds of Trust assumed by them herein or that Note and Deed of Trust which constitutes a second mortgage indebtedness against this property, which terms and conditions of said Notes and Deeds of Trust are referred to herein and incorporated herein by reference as though fully copied herein, then, upon request of the Sellers, the Buyers agree to reconvey the property herein conveyed back to the Sellers at that time and hereby agree to waive any and all rights which they might have relative to any payments made by them upon said Notes and Deeds of Trust, said payments to be forfeited by them as liquidated damages for their failure to comply with the terms of this contract.

The Grantors herein hereby transfer and convey unto the Grantees herein any and all escrow funds held by the lending agency who now holds the indebtedness on this property; however, the Grantors herein only agree to pay any taxes due on this property to the extent of funds available in the escrow account herein and the Grantees hereby agree to pay any remaining property taxes. It is further understood and agreed that the Grantors do further transfer and convey unto the Grantees herein any and all benefits under the existing hazard insurance policy.

TO HAVE AND TO HOLD, the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said LARRY CLAUD and wife, BRENDA CLAUD, their heirs and assigns, forever.

AND we do covenant with the said LARRY CLAUD and wife, BRENDA CLAUD, that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except for the mortgage or deed of trust above set out.

AND we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title of said land to the

said LARRY CLAUD and wife, BRENDA CLAUD, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS OUR HANDS this 4th day of December, 1970.

Dewey B. Gay
DEWEY B. GAY

Tommie Dean Gay
TOMMIE DEAN GAY

A98433

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TOENTIF. REFERENCE

Dec 7 2 16 PM '70
FELIX L. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

DEC-7 CONV 20,000.00
DEC-7 S'TAX A* 52.00
DEC-7 A-PYMT A* .50
DEC-7 W'DEED A* 4.50 * 57.00

Personally appeared before me, STEPHEN M. WORSHAM, a Notary Public in and for the County and State aforesaid, DEWEY B. GAY and wife, TOMMIE DEAN GAY, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Tullahoma, Tennessee, this 4th day of December, 1970.

Stephen M. Worsham
NOTARY PUBLIC

STEPHEN M. WORSHAM NOTARY PUBLIC

My commission expires October 23, 1971.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $20,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Dewey Gay
Affiant

Subscribed and sworn to before me this the 5 day of December 1970

Billy C. Tillman
NOTARY PUBLIC

My commission expires: Dec. 16, 1970

BILLY C. TILLMAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Accepted:

Larry Claud
Larry Claud

Brenda Claud
Brenda Claud

ROBERTSON & WORSHAM
ATTORNEYS AT LAW
TULLAHOMA, TENNESSEE