BOOK 5096 PAGE 3

Mail

Prepared By:
Law Offices 26th
First American Center
Nashville, Tenn. 32238

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Commerce Union Bank, Trustee (NAME)	SA ME (NAME)	Map 17
400 Union Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 165
Nashville, TN (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Ten ($10.00)---------- *DOLLARS*

and for the further consideration, Grantee agrees to: (1) assume and pay according to its terms and conditions the unpaid principal loan balance more fully described in and secured by the Deed of Trust of record in Book 4390, page 512, Register's Office for Davidson County, Tennessee; (2) assume and pay the unpaid principal balance and accrued interest to the date of payment of said principal balance of the loan more fully described in and secured by the Deed of Trust of record in Book 4707, page 76, Register's Office for Davidson County, Tennessee; and (3) other good and valuable considerations.

D 30894

IDENTIF. REFERENCE

DEC 13 11 08 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

DEC 13 76	CONV	29,399.55			
DEC 13 76	S'TAX		8*	76.44	
DEC 13 76	PR'FEE		8*	.50	
DEC 13 76	M'DEED		8*	6.00	* 82.94

Jerry Bell has *bargained and sold, and by these presents do transfer and convey unto the said* Commerce Union Bank, Trustee its successors *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

LAND in the 10th Civil District of Davidson County, Tennessee, being known as part of Tract No. 3 on an unrecorded Map showing the Division of the Land of Lillie Waggoner, deceased, and described according to a copy of a survey thereof made May 25, 1959, by Odo E. Rhodes, Surveyor, as follows:

BEGINNING at the northeast corner on a post; thence S. 3 deg. 15 min. W. 411 feet; S. 35 deg. 15 min. W. 755 feet to a 2-foot hickory; thence S. 36 deg. 15 min. E. 400 feet to a branch; S. 5 deg. W., with a branch, 122 feet; S. 34 deg. 30 min. W. 200 feet; S. 59 deg. W. 144 feet; S. 18 deg. 30 min. W. 330 feet; N. 21 deg. W. leaving branch 458 feet; S. 70 deg. W. 527 feet; S. 29 deg. 30 min. W. 906 feet; N. 87 deg. W. 445 feet to the corner of the H. L. Wagoner tract; thence N. 5 deg. 15 min. E. 720 feet; with Wagoner; N. 39 deg 30 min. E. 380 feet; N. 39 deg. 15 min. W. 355 feet to a post; leaving Wagoner and with a fence; N. 10 deg. 15 min. E. 56 feet; N. 47 deg. E. 765 feet; N. 6 deg. 30 min. E. 46 feet; N. 58 deg. E. 314 feet; N. 64 deg. 53 feet E. to a stake; leaving fence, N. 26 deg. 45 min. W. 390 feet to the center of the Brick Church Pike; thence with said Pike, N. 67 deg. 10 min. E. 200 feet; N. 71 deg. 45 min. E. 100 feet; thence leaving said Pike, S. 15 deg. E. 38 feet; N. 76 deg 50 min. E. 310 feet; N. 85 deg. 15 min. E. 138 feet; S. 83 deg. 45 min. W. 566 feet to the beginning, containing 66.5 acres, more or less.

BEING The same property conveyed to Jerry Bell of record in Book 4707, page 76, Register's Office for Davidson County, Tennessee.

TENNESSEE
DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ [illegible]

Affiant

Before me, this the 11th day of Dec. 1976

Notary

Reference to Commerce Union Bank as Trustee shall mean Commerce Union Bank in its capacity as Trustee under a Trust Agreement dated June 22, 1971, between William E. Treadway, as Grantor, and Commerce Union Bank, as Trustee.

Jerry Bell, being a married man, his wife, Brenda Bell , hereby joins in the conveyance in order to convey any interest she may have.

unimproved (X)
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Commerce Union Bank, Trustee its successors ~~heirs~~ *and assigns, forever.*

And I *do covenant with the said* Commerce Union Bank, Trustee *that* I am *lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered.* except for: (1) the 1976 property taxes, which the Grantee agrees to assume and pay; (2) the mortgage of record in Book 4390, page 512, Register's Office for Davidson County, Tennessee; (3) the mortgage of record in Book 4707, page 76, Register's Office for Davidson County.

And I, Jerry Bell *do further covenant and bind* my *heirs and representatives, to warrant and forever defend the title to the said land to the said* Commerce Union Bank, Trustee, its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand* s *this* 24th *day of* November, 19 76, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Jerry Bell
Jerry Bell, Grantor

Brenda Bell
, Grantor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John W. Nelley, Jr., a Notary Public in and for said County and State, the within named Jerry Bell and wife, Brenda Bell,

the bargainor s., 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 Nashville, Tennessee, this 24th day of November, 19 76.

John W. Nelley, Jr., Notary Public.

Commission Expires Aug 8 1977

JOHN W. NELLEY, JR. NOTARY PUBLIC DAVIDSON COUNTY

STATE OF
COUNTY OF

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at, this day of, 19.

, Notary Public.

Commission Expires.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, , a Notary Public of the State and County aforesaid, personally appeared, with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in, this day of, 19.

Notary Public

Commission Expires