SPECIAL WARRANTY DEED

MAP 71-15
Par 464 Jo

THIS DEED OF CONVEYANCE and release of mortgage is made and entered into this 5th day of April, 1982, by and between ROBERT CARROLL DIXON and LINDA SUE DIXON (hereinafter referred to as the "Grantors") and DOBSON & JOHNSON, INC., a Tennessee corporation (hereinafter referred to as the "Mortgagee") at Nashville, Tennessee.

W I T N E S S E T H :

WHEREAS, on March 1, 1971, William C. Bryant and wife, Alma Bryant executed that certain deed of trust note payable to the order of the Mortgagee in the original principal sum of Eleven Thousand Four Hundred Fifty 00/100 ($11,450.00) Dollars; and

WHEREAS, on March 1, 1971, the said William C. Bryant and wife, Alma Bryant also executed that certain deed of trust conveying to Albert W. Johnson, Trustee, in trust, the hereinafter described real property to secure the payment of said note; and

WHEREAS, said deed of trust is properly recorded in Book 4484, page 471, Register's Office for Davidson County, Tennessee; and

WHEREAS, the payment of said deed of trust note is further guaranteed by the full faith and credit of the Secretary of Housing and Urban Development of Washington, D.C., an officer of the United States of America; and

WHEREAS, on November 10, 1976, the said William C. Bryant and wife, Alma Bryant transferred and conveyed said real property to David E. Moore and wife, Mary K. Moore by deed of record in Book 4815, page 108, Register's Office for Davidson County, Tennessee, and by the terms of said conveyance David E. Moore and wife Mary K. Moore assumed payment of the balance of the indebtedness described and secured by said deed of trust of record in Book 4484, page 471, Register's Office for Davidson County, Tennessee; and

WHEREAS, on January 11, 1977, the said David E. Moore and wife Mary K. Moore transferred and conveyed said real property to Gordon L. Hawkins and wife, Donna Louise Hawkins by deed of record in Book 5105, page 556, Register's Office for Davidson County, Tennessee, and by the terms of said conveyance Gordon L. Hawkins and wife, Donna Louise Hawkins assumed payment of the balance of indebtedness described and secured by said deed of trust of record in Book 4484, page 471, Register's Office for Davidson County, Tennessee; and

WHEREAS, on January 4, 1978, the said Gordon L. Hawkins and wife, Donna Louise Hawkins transferred and conveyed to the Grantors herein said real property by deed of record in Book 5245, page 266, Register's Office for Davidson County, Tennessee; and

WHEREAS, by the terms of said deed of conveyance the Grantors herein assumed and agreed to pay the balance of the indebtedness on that certain deed of trust note dated March 1, 1971, and secured by that certain deed of trust dated March 1, 1971, and of record in Book 4484, page 471, Register's Office for Davidson County, Tennessee; and

WHEREAS, the Mortgagee is now the lawful owner and holder of said deed of trust note with full power and authority to discharge same and to discharge and release the mortgage lien granted in said deed of trust; and

WHEREAS, balance of the indebtedness now due on said deed of trust note is Nine Thousand Twenty Five 11/100 ($9,025.11) Dollars; and

WHEREAS, the Grantors acknowledge themselves to be in default and unable to pay the balance of said indebtedness or the monthly installments thereon as they become due; and

WHEREAS, the Grantors and the Mortgagee have agreed that the fair market value of the hereinafter described real property, together with all of the improvements thereon, is equal to or less than the balance of the indebtedness due on said deed of trust note; and

WHEREAS, the Grantors desire to be released from the terms, requirements and payment described and referred to in said deed of trust and deed of trust note; and

WHEREAS, the Grantors have agreed to transfer to the Secretary of Housing and Urban Development of Washington, D.C. the hereinafter described real property in consideration for a full and absolute release from any and all current or future liability or obligation to the terms, requirements and payment described and referred to in said deed of trust and deed of trust note; and

WHEREAS, the Mortgagee has agreed to forever release and discharge the Grantors from any and all current and future liability or obligations to the terms, requirements and payment described and referred to in said deed of trust and deed of trust note in consideration for the transfer and conveyance of the hereinafter described real property to the Secretary of Housing and Urban Development of Washington, D.C.;

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements both hereinbefore and hereinafter mentioned, and the mutual benefits to be derived to all the parties by the execution of this instrument,

Dobson & Johnson, Inc., the Mortgagee, hereby releases and forever discharges Robert Carroll Dixon and Linda Sue Dixon, the Grantors, from any and all current and future liability or obligations to the terms, requirements and payments described and referred to in that certain deed of trust note dated March 1, 1971, in the principal sum of Fourteen Thousand Four Hundred Fifty 00/100 ($14,450.00) Dollars executed by William C. Bryant and wife, Alma Bryant, and subsequently assumed by the Grantors, and payable to the order of Dobson & Johnson, Inc, and from the terms and requirements of that certain deed of trust dated March 1, 1971, and recorded in Book 4484, page 471, Register's Office for Davidson County, Tennessee, and simultaneously with such release,

We, Robert Carroll Dixon and Linda Sue Dixon, the Grantors, do hereby transfer and convey unto the Secretary of Housing and Urban Development of Washington, D.C., the Grantee, his successors and assigns, that certain parcel of land situated in Davidson County, Tennessee, and described as follows:

> Land in Davidson County, Tennessee, being the northerly 17 feet of Lot No. 31 and the southerly 33 feet of Lot No. 32 on the Plan of Sharp and Horn's First Addition to Northeast Nashville, of record in Plan Book 57, page 152, Register's Office for said County, described as follows:
>
> Said parts of Lots Nos. 31 and 32 front together 50 feet on the westerly side of North Fourth Street, formerly Lischey Avenue, and runs back between lines, 160 feet, more or less, to an alley, on which they measure approximately 50 feet.
>
> Being the same property conveyed to Robert Carroll Dixon and wife, Linda Sue Dixon by deed from Gordon L. Hawkins and wife, Donna Louise Hawkins of record in Book 5245, page 266, Register's Office for Davidson County, Tennessee.

To have and to hold said parcel of land together with the appurtenances, estate, title and interest thereto belonging, unto the said Secretary of Housing and Urban Development of Washington, D.C., the Grantee, his successors and assigns forever.

The Grantors warrant, covenant, and represent that they are lawfully seized of said property, that they have full right, power and authority to convey same and that said property is free and clear of all liens, and encumbrances except for applicable zoning laws, restrictive covenants,

easements of record and all state and county real property tax through the year 1981. It is expressly agreed and understood that the real property tax for the year 1982, a lien but not yet due and payable, is assumed by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this deed of conveyance and release by subscribing hereto their respective signatures and their official signatures all as of the date and place aforesaid.

"GRANTOR"

Robert C Dixon
ROBERT CARROLL DIXON

"GRANTOR"

Linda Sue Dixon
LINDA SUE DIXON

"MORTGAGEE"

By: Barbara S. Adams
DOBSON & JOHNSON, INC.
Executive Vice-President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Karleen Perry, a Notary Public in and for said County and State, ROBERT CARROLL DIXON the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of May 1982.

My Commission Expires:

1-15-83

Karleen Perry
NOTARY PUBLIC

STATE OF PENNSYLVANIA)
COUNTY OF Cumberland)

Personally appeared before me, Chester H. Brymesser, a Notary Public in and for said County and State, LINDA SUE DIXON, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Mt. Holly Springs, Pennsylvania Pennsylvania, this 29th. day of April, 1982.

My Commission Expires:

My Commission Expires January 4th, 1985

Chester H. Brymesser
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5885 PAGE 809

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

Witness my hand and seal, at office in Nashville this 10th day of May, 1982.

My Commission Expires:

1-15-83

Karleen Perry
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY: C. EDWARD COOMER, ATTORNEY AT LAW
4015 Travis Drive, Nashville, TN 37211

MAIL →

G.9 1.3 0.6

IDENTIF. REFERENCE

MAY 13 2 13 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN