This Instrument Prepared By:
JOHN H. GASAWAY, III, Attorney
108 South Second Street
Clarksville, Tenn. 37040

JOHN H. MOORHEAD, ET UX

BOOK 6621 PAGE 698

TO: ASSUMPTION DEED WITH
LIEN RETAINED

MARCIA H. DRAKE

THIS DEED OF REALTY WITH POWER OF SALE, executed as of the date mentioned below by the Grantors, JOHN H. MOORHEAD and wife, BETTY C. MOORHEAD, to the Grantee, MARCIA H. DRAKE,

W I T N E S S E T H:

THAT GRANTORS, for a valuable consideration, receipt whereof is acknowledged, have this day bargained and sold and do hereby transfer and convey unto the Grantee, to have and to hold to her in fee simple, and to her heirs and assigns forever, the following described real estate located in Davidson County, Tennessee, to-wit:

Being Lot No. 5 on the plan of Welch Meadows, Section 1, as of record in Book 3700, Page 34, Register's Office for Davidson County, Tennessee.

Said Lot No. 5 fronts 84.43 feet on the westerly side of Jonquil Drive, and extends back 134.44 feet on the southerly line and 134.90 feet on the northerly line, to a dead line in the rear, measuring 87.04 feet.

This is the same property conveyed to the Grantors herein by deed of record at Book 4257, Page 740, in the said Register's Office.

That Grantors (1) covenant that they are lawfully seized and possessed of and have a perfect right to convey such realty, and that it is unencumbered except for (a) current taxes which are to be prorated between the parties and assumed by the Grantee hereby, (b) Deed of Trust of record at Book 4044, Page 905, in said Register's Office, executed by William P. Nicholson and wife, Ann Nicholson, to Herschel Greer, Trustee, to secure a note payable to Guaranty Mortgage Company of Nashville, in the original principal amount of $15,800.00, which Grantors covenant is in a current condition and of which Grantee has full knowledge, and

(2) will forever warrant and defend the title unto Grantee and to her heirs and assigns against all lawful claims. 800 6621 697

That the considerations for this deed are (1) a valuable consideration, receipt whereof is acknowledged, (2) the assumption of the balance due on said note secured by that certain Deed of Trust of record at Book 4044, Page 905, in the said Register's Office, in the original principal amount of $15,800.00, payable to Guaranty Mortgage Company of Nashville, which debt the Grantee herein assumes and agrees to pay as part payment of the purchase price, commencing with payment due August 1, 1985, including interest therein, and (3) $36,000.00 evidenced by one note for that amount, this day executed by the Grantee to the order of the Grantors, bearing interest at the rate of 11% per annum, and being due and payable in 95 equal consecutive monthly installments of $342.82 per month, commencing on September 1, 1985, and continuing on the first day of each month, with a final payment of $34,383.08 due on August 1, 1993, said installments including interest as aforesaid and shall be applied first to the payment of all accrued interest and the balance to reduce the principal; that to secure the payment of said note, a vendor's lien is hereby retained on the above described realty; prepayment privileges reserved. If Grantee, her heirs or assigns, convey or transfer any interest in said realty, other than a transfer creating a lien subordinate hereto, without written consent by Grantors, the balance then owing on the indebtedness hereby secured shall become due and collectible at the holders' option.

That Grantee agrees (1) that (a) she will pay such note, and the note secured by the Deed of Trust as aforesaid, when and as due, and any interest that may accrue thereon, and the cost of compliance with the provisions hereof, and reasonable counsel fees for Grantors' counsel in the collection of such note or any interest thereof, (b) such cost of compliance and such counsel fees are secured hereby and shall bear interest and be added to and become collectible as if a part of such note, (c) she will

keep in force on the improvements on such realty fire and extended coverage insurance in an amount equal to the maximum insurable value payable to the holder of such note, (d) she will keep all realty taxes in a current condition, (e) she will become tenant at will of the purchaser in the event of foreclosure and give possession without suit, and (f) the holder of such note shall have the rights and may exercise the powers given Grantors herein, and (2) that if she fails to pay such note as the same becomes due or to comply with such provisions hereof, Grantors may comply with such provisions hereof and take possession of such realty, and (a) declare such note due and collectible at once, (b) sell such realty for cash to the highest bidder free from the rights of homestead, redemption and any other statutory rights, after advertising the time and place of sale as provided in Section 35-5-101, et seq, in the Tennessee Code Annotated, or as provided by other applicable statutes, (c) purchase at sale, (d) make deed free from the rights of Grantee as aforesaid, (e) pay from the proceeds of sale and in the order named such cost of compliance, such counsel fees and such note and interest thereon, and (f) pay the balance of such proceeds to Grantee.

That it is expressly agreed that in the event Grantee should fail to pay the above note to Guaranty Mortgage Company of Nashville, which she has assumed hereby, or should she fail to comply with all of the provisions of the Deed of Trust securing said note, Grantors may make good such default and declare the amount due to Grantors, including the amount expended by Grantors to cure such default, due and collectible at once, and may proceed to exercise the power of sale granted in this instrument as Grantee's covenant to pay said lien indebtednesses is a prime consideration for the execution of such deed by Grantors, and that it is further agreed upon that the holder of such note, executed by Grantee to the order of Grantors, shall have the rights and may exercise the powers given Grantors in this paragraph; provided, however, for this lien to be effective against a bona fide

purchaser or mortgagee, the said Grantors shall file a sworn statement in the Register's Office for said County setting forth any sums so paid.

The escrow account of the Grantors is hereby transferred to the Grantee.

Possession shall be given with this deed.

IN WITNESS WHEREOF, the Grantors and the Grantee have executed this deed on this 5th day of August, 1985.

John H. Moorhead
JOHN H. MOORHEAD, Grantor

Betty C. Moorhead
BETTY C. MOORHEAD, Grantor

Marcia H. Drake
MARCIA H. DRAKE, Grantee

STATE OF TENNESSEE *
*
COUNTY OF MONTGOMERY *

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JOHN H. MOORHEAD and wife, BETTY C. MOORHEAD, 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 foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, of office, this 5th day of August, 1985.

Peggy M. Brevitt
NOTARY PUBLIC

My Commission Expires: 10-19-86

STATE OF TENNESSEE *

COUNTY OF Davidson *

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BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared MARCIA H. DRAKE, the within named bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, of office, this 5th day of August, 1985.

Peggy M Braught
NOTARY PUBLIC

My Commission Expires: 10-19-86

SEND TAX STATEMENTS TO:

BAILEY MORTGAGE COMPANY
P.O. BOX 23784
JACKSON, MISSISSIPPI 39225-2784

PROPERTY ADDRESS:
4871 Jonquil Drive
Nashville, Tennessee 37211

MAP & PARCEL: 133-16-164

Mail

STATE OF TENNESSEE, MONTGOMERY COUNTY
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $50,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Marcia H. Drake
Affiant

Subscribed and sworn to before me this 5th day of August, 1985

Peggy M. Braught

My Commission Expires: 10-19-86

2.5.7.7.9

IDENTIFICATION REFERENCE

AUG 5 9 31 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

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CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	CO TX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MO TX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

500[illegible].00-	CMRT,	
360[illegible].00-	MRT,	
130.00	CSTAX	
34.00	MSTAX	
.50	PRFE	
15.00	WDE[illegible] D	
	CHECK	179.50-
4013A08/05/85	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

257 7:9

IDENTIFICATION REFERENCE

AUG 5 9 31 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 160052