This Instrument Prepared By:
JOHN T. GWIN, ATTORNEY AT LAW
116 Mt. Juliet Road
P. O. Box 888
Mt. Juliet, TN 37122

ADDRESS NEW OWNER:
BENTON C. FORKUM, JR., et ux
5065 Lebanon Road
Old Hickory, Tennessee 37138

SEND TAX BILLS:
Mortgagee

FIRST MORTGAGEE:
Fleet Mortgage Corporation
P.O. Box 303
Milwaukee, Wisconsin 37087

SECOND MORTGAGE:
First Bank & Trust
225 Lebanon Road
Mt. Juliet, Tennessee 37122

MAP AND PARCEL:
Map 76
Group 05
Parcel 18.00
FBN 04D-68070

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and the assumption by Grantees of the existing first mortgage indebtedness, and for other good and valuable considerations, the receipt of which is hereby acknowledged, we, **VICTOR L. SMITH and wife, VICTORIA B. SMITH**, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **BENTON C. FORKUM, JR. and wife, MELODIE A. FORKUM**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Hidden Hill, in record in Book 4860, page 43, Register's Office for Davidson County, Tennessee.

Said Lot No. 17 fronts 100 feet on the southeasterly side of Leesa Ann Lane and runs back 107.85 feet on the southwesterly line and 144.32 feet on the northeasterly line to a rear line on which it measures 106.44 feet.

Being the same property conveyed to Victor L. Smith by deed from Douglas E. Reding and wife, Barbara J. Reding, as of record in Book 6450, page 129, said Register's Office. Victoria B. Smith, wife of Victor L. Smith, joins in this conveyance to convey any marital interest she may have in said property.

This is improved property known as 4905 Leesa Ann Lane, Hermitage, Tennessee 37076.

This conveyance is made subject to all zoning ordinances, restrictions and easements of record, or which a visual inspection of the property would reveal.

This conveyance is also made subject to restrictive covenants of record in Book 4938, page 337, Register's Office for Davidson County, Tennessee, and is further made subject to those facts, conditions and limitations shown on the plat of record in Plat Book 4860, page 43, said Register's Office for Davidson County, including a 30 foot minimum building setback line from Leesa Ann Lane, a 2.5 foot by 25 foot utility anchor easement at the northeast corner of said lot, and an 10 foot easement for public utilities and drainage along the rear line of the property.

As a portion of the consideration for this conveyance, as evidenced by Grantees' acceptance of this deed, Grantees herein assume and promise to pay as due, and Grantees agree to indemnify and hold Grantors harmless from any liability associated with, the existing first mortgage indebtedness to Fleet Mortgage Corporation, and the existing second mortgage indebtedness to First Bank & Trust. The first mortgage escrow account as it relates to this property is transferred to Grantees, as is the hazard insurance. Taxes for 1989 have been settled between the parties in escrow, and are the responsibility of Grantees.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said BENTON C. FORKUM, JR. and wife, MELODIE A. FORKUM, their heirs and assigns, forever; and we, VICTOR L. SMITH and wife, VICTORIA B. SMITH, do covenant with the said Grantees 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 unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this the 28th day of September, 1989.

Victor L. Smith
VICTOR L. SMITH

Victoria B. Smith
VICTORIA B. SMITH

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named VICTOR L. SMITH and wife, VICTORIA B. SMITH, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained. Witness my hand and official seal at office in Mt. Juliet, Tennessee, this the 28th day of September, 1989.

Patricia M. Durin
NOTARY PUBLIC

My Commission Expires: March 13, 1993

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $ 61,226.25.

Benton C. Fox Jr.
AFFIANT

Subscribed and sworn to before me
this 28th day of September, 1989.

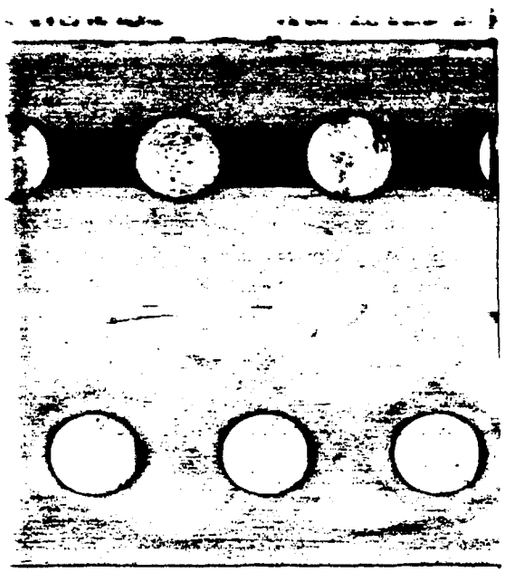
Patricia M. Durin
NOTARY PUBLIC
My Commission Expires: March 13, 1993

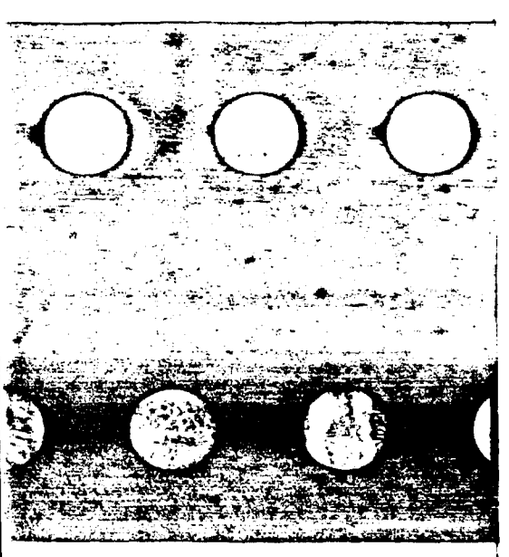
7126

IDENTIFICATION REFERENCE

OCT 4 3 27 PM '89

DAVIDSON COUNTY, TN





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

RECEIVED OF _____

FOR _____

BOOK 7954 PAGE 574

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	61226.25
CON TX	201.96
PRFEE	1.00
MRFEE	9.00
TOTAL	211.96
CHECK	211.96

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/04/89 01 15:29 0001 3003

7.1.7.2.6

IDENTIFICATION REFERENCE

OCT 4 3 27 PM '89

FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TN

No. 255212