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 $78,787.14, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me this 26 day of May, 1990

MICHAEL W. HALEY, ET UX

TO: ASSUMPTION DEED

JAY P. SMITH, ET UX

MAP 75-8
P-224 ub

THIS DEED OF REALTY, executed as of the 26 day of May, 1990, by the GRANTOR, MICHAEL W. HALEY, and wife, MARILYN J. HALEY, to the GRANTEES, JAY P. SMITH, and wife, NANCY E. SMITH.

W I T N E S S E T H: BOOK 8117 PAGE 931

THAT GRANTOR for the consideration hereinafter set out, has this day bargained and sold and does hereby transfer and convey to the GRANTEES, as tenants by the entirety and to their heirs and assigns forever, certain realty situated in the Davidson County, Tennessee, and bounded and described as follows:

Being Lot No. 17 on the Plan of Hunter's Hill, Section I, of record in Book 5800, Page 350, Register's office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

This conveyance is subject to any and all existing easements, restriction and building setback lines of record.

This is the same property conveyed to Michael W. Haley by deed from James T. Mathison, Et Ux, of record in Book 7615, Page 262, in the Register's Office for Davidson County, Tennessee.

PREPARED BY:
WILLIAM M. CLOUD, JR.
P.O. BOX 154
CLARKSVILLE TN 37041-0154

THAT GRANTOR (1) covenants that he is lawfully seized and possessed of and has a perfect right to convey said realty, (2) that it is unencumbered except for (a) 1990 taxes which are prorated and GRANTEES assume; utility easements and building setback lines and any other matters shown on recorded plat, (c) a Deed of Trust filed in Official Record Book Volume 7615, Page 265, in the Register's Office for Davidson County, Tennessee, executed by Michael W. Haley to secure the payment of one note to the order of National Mortgage Company, in the original principal amount of ($75,787.14) SEVENTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-SEVEN AND 14/100 DOLLARS, which GRANTEES have full knowledge and GRANTOR will forever warrant and defend the title unto the GRANTEES, their heirs and assigns forever against all

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

lawful claims.

THAT THE CONSIDERATIONS FOR THE DEED are (1) a valuable consideration receipt whereof is acknowledged; and (2) GRANTEES' assumption of the balance on said note secured by that certain Deed of Trust filed of record in Official Record Book Volume 7615, Page 265, in the Register's Office for Montgomery County, Tennessee, in the original principal amount of ($75,787.14,) SEVENTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-SEVEN AND 14/100 DOLLARS, payable to National Mortgage Company, which debt the GRANTEES herein assume and agrees to pay as part payment of the purchase price commencing with the 6/1/90, 1990, payment including interest therein.

GRANTEES hereby assume and covenant to perform all of the terms and conditions of the obligations set forth in that certain promissory note executed by Michael W. Haley and delivered to National Mortgage Company, in the amount of ($75,787.14) SEVENTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-SEVEN AND 14/100 DOLLARS, and that certain Deed of Trust, securing said promissory note of even date therewith, upon the property conveyed in the Deed, which Deed of Trust is recorded in Official Record Book Volume 7615, Page 265, in the Register's Office for Davidson County, Tennessee, including, but not limited to, the obligation to repay the debt.

THAT IN THE EVENT GRANTEES default in any monthly payments which they have hereby assumed, notice will be given at once to the GRANTORS who shall have the right, but not the obligation, to make such monthly payments on behalf of the GRANTEES. Any such monthly payments of said obligation made by GRANTORS on behalf of the GRANTEES as aforesaid shall become secured by a lien on the realty herein conveyed, and if such payments are not reimbursed to the said GRANTORS within sixty (60) days, said GRANTORS may proceed to foreclose said lien in the manner prescribed by law, bid at sale, and make Deed free and clear of all equity of redemption, homestead and dower.

THE PROCEEDS OF SUCH SALE SHALL be applied first to the cost

of compliance, and cost of sale, the amount due GRANTORS and the balance, if any, paid to the GRANTEES. 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.

POSSESSION is to be given on the signing of the Deed.

THE ESCROW ACCOUNT in regard to this loan is hereby transferred to the GRANTEES. BOOK 8117 PAGE 933

IN WITNESS WHEREOF, GRANTOR and GRANTEES have executed this Deed of the date first written herein.

MICHAEL W. HALEY, GRANTOR

MARILYN J. HALEY, GRANTOR

JAY P. SMITH, GRANTEE

NANCY E. SMITH, GRANTEE

STATE OF TENNESSEE

COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, MICHAEL W. HALEY and MARILYN J. HALEY, the within named GRANTOR with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, of office, this the 26 day of May, 1990.

NOTARY PUBLIC

My Commission Expires: 12-14-92

STATE OF TENNESSEE

COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for State and County, JAY P. SMITH, and NANCY E. SMITH, the within named GRANTEES with whom I am personally

acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, of office, this the 26 day of May, 1990.

NOTARY PUBLIC SEAL

My Commission Expires: 12-14-92

BOOK 8117 PAGE 934

SEND TAX STATEMENTS TO:

National Mortgage Company

4041 Knight Arnold Road

Memphis, TN 38118

PROPERTY ADDRESS:
JAY & NANCY SMITH
737 Albany Drive
Hermitage
~~Nashville~~, TN 37076

Mail

Owner:

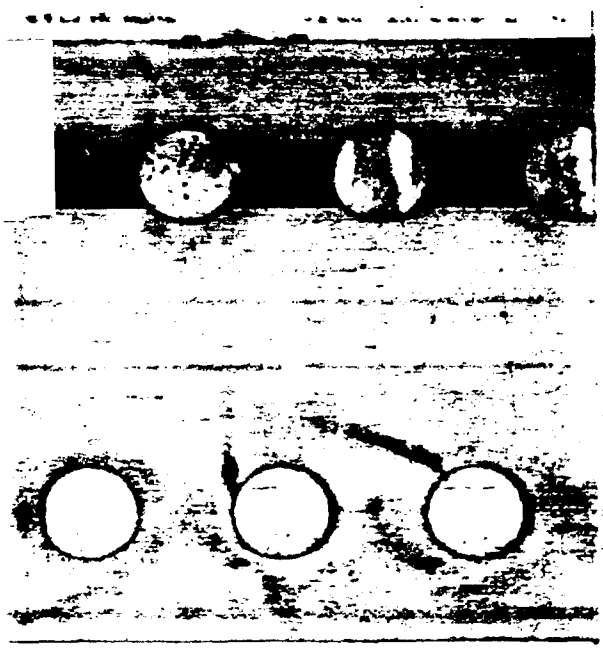
29325

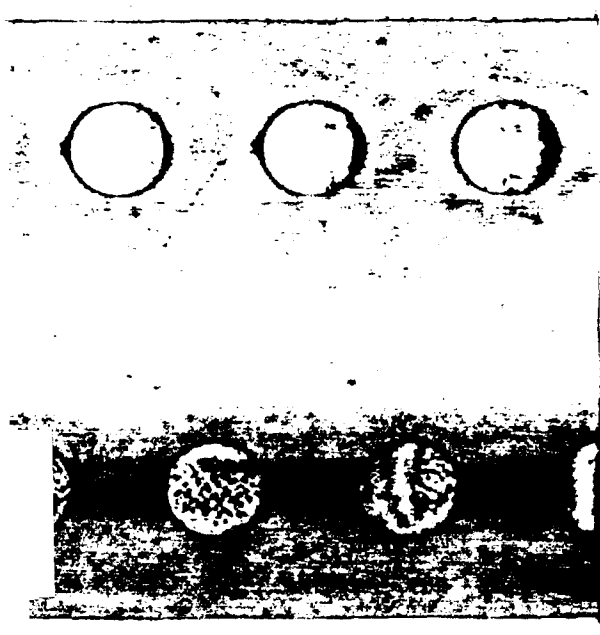
IDENTIF. TREFERENCE

MAY 29 1 37 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

273.04 CHECK 0301 10/24/90





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

RECEIVED OF _____

FOR _____

BOOK 8117 PAGE 935

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

CAMT 78787.14
CON TX 260.04
PRFEE 1.00
MDEED 12.00
TOTAL 273.04
CHECK 273.04
05/29/90 01 13:35 0001 5317

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

29325

IDENTIF. TREFERENCE

MAY 29 1 37 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 322717