This Instrument Prepared By:
Stokes & Bartholomew, P. A.
424 Church Street, Suite 2800
Nashville, Tennnesse 37219
Return to Box 50

RE-RECORD
BOOK 8326 PAGE 388
BOOK 8070 PAGE 467

This instrument is being re-recorded for the purpose of including Exhibit A

ADDRESS NEW OWNER:
Billy J. Buzbee and wife, Betty J. Buzbee
105 Fitzpatrick Court
Nashville, Tennessee 37214

SEND TAX BILL:
To Mortgagee

MORTGAGEE:
Statesman Mortgage Company
405 6th Avenue, 7th Floor
Des Moines, Iowa 50306-9128

MAP AND PARCEL:
MAP 108-04
GROUP
PARCEL 210

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable considerations, the receipt of which is hereby acknowledged, I/ we, Robert S. Spicer and wife, Deborah S. Spicer hereinafter called the GRANTOR(S), have bargained and sold, and by these presents do transfer and convey unto Billy J. Buzbee and wife, Betty J. Buzbee, hereinafter called the GRANTEE(S), their heirs successors 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 Number 382, on the plan of Section Seven, Larchwood, of record in Plat Book 6900, page 274, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Robert S. Spicer and wife, Deborah S. Spicer by deed from Frank Batson Quality Homes, Inc., of record in Book 7680, Registers's Office for Davidson County, Tennessee.

Grantees hereby assume and agree to pay the balance of One Hundred Three Thousand Ninety Four and 87/100 ($103,094.87) which amount is the outstanding principal balance of an indebtedness owed to Homeland Mortgage Company, and which amount is secured by a Deed of Trust executed by Grantor to Norma Walker as Trustee, of record in Book 7680, page 235, Register's Office for Davidson County, Tennessee. Said Deed of Trust was assigned to Statesman Mortgage Corp. by instrument of record in Book 7680, page 241, Register's Office for Davidson County, Tennessee.

This is improved property known as 105 Fitzpatrick Court, Nashville, TN 37214.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, governmental regulations that may affect the premises and the following exceptions:

1. Taxes for 1990 a lien but not yet due and payable.

2. Restrictive Covenants contained in instrument of record in Book 7216, page 574, Register's Office for Davidson County, Tennessee.

3. Subject to all matters shown on the Plan of record in Book

6900, page 274, including an Owner's Certificate, a 25-foot minimum building setback line from Fitzpatrick Court, a 10-foot public utility and drainage easement along the easterly lot line, and a 10-foot drainage easement along the northerly lot line.

4. The provisions of that certain Agreement Including Release and Indemnity attached hereto as Exhibit "A" and which is herein incorporated by this reference.

5. The Deed of Trust assigned to Statesman Mortgage Company of record in Book 7680, page 241, Davidson County Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs, successors and assigns, forever; and GRANTOR(S) do covenant with the said GRANTEE(S) 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, successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), 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 20th day of March, 1990.

GRANTOR:

Robert S. Spicer

Deborah S. Spicer, by Robert Spicer, Attorney-In-Fact

Witness our hands this the 16th day of March, 1990.

GRANTEE:

Billy J. Buzbee

Betty J. Buzbee

BOOK 8070 PAGE 469

STATE OF Ohio
COUNTY OF Cuyahoga

Personally appeared before me, Suzanne Bialkowski, a Notary Public of said county and state, Billy J. Buzbee, the within named bargainor(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 16 day of March, 1990.

Suzanne Bialkowski
Notary Public

My Commission Expires: 1-23-95

SUZANNE BIALKOWSKI
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 01-23-95

RE-RECORD BOOK 8326 PAGE 390

STATE OF Ohio
COUNTY OF Cuyahoga

Personally appeared before me, Suzanne Bialkowski, a Notary Public of said county and state, Betty J. Buzbee, the within named bargainor(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 16 day of March, 1990.

Suzanne Bialkowski
Notary Public

My Commission Expires: 1-23-95

SUZANNE BIALKOWSKI
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 01-23-95

STATE OF Tennessee)
COUNTY OF Davidson)

BOOK 8070 PAGE 470

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Robert S. Spicer, 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, this the 20th day of March, 1990.

R L Moore
NOTARY PUBLIC

My Commission Expires: NOV-21-1992

RE-RECORD BOOK 8326 PAGE 391

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, R. L. Moore, a Notary Public of said county and state, Robert S. Spicer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Attorney in Fact for Deborah S. Spicer, or the maker, or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 20th day of March, 1990.

R L Moore
Notary Public

My commission expires: NOV-21-1992

STATE OF ~~Tennessee~~ OHIO
COUNTY OF ~~Davidson~~ CUYAHOGA)

The actual value or consideration, whichever is greater, for this transfer is $ 116,094.87.

Kathy J. Bugbee
Kathy J. Bugbee
AFFIANT

Subscribed and sworn to before me this 16th day of March, 1990.

Suzanne Bialkowski
NOTARY PUBLIC
My Commission Expires: 1-23-95

SUZANNE BIALKOWSKI
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 01-23-95

IDENTIF. REFERENCE

MAR 22 3 33 PM '90

DAVIDSON COUNTY TN.

12924

4915 03/22 0101 03CHECK 399.00

EXHIBIT "A"

RE-RECORD BOOK 8326 PAGE 392

BUYER'S AGREEMENT INCLUDING RELEASE AND INDEMNITY

The undersigned Billy J. Buzbee and wife, Betty J. Buzbee ("Buyer's") do hereby agree to release Robert S. Spicer and wife, Deborah S. Spicer ("Seller's") from any liability to Statesman Mortgage Company for a loan in the original principal amount of One Hundred Three Thousand Eight Hundred and no/100 ($103,800.00), (the "Loan") the balance of which Buyer's assumed pursuant to a Warranty Deed respecting 105 Fitzpatrick Court, Nashville, TN 37214, of even date herewith. Further, Buyer shall indemnify and hold Seller harmless from any liability, loss or damage (including reasonable attorney's fees incurred in the enforcement hereof) resulting from Buyer's failure to perform their obligation pursuant to the assumption of the Loan.

Buyer agrees to notify Seller in writing if Buyer is 2 months or more late on making the payments on the Loan.

In order for Seller to be fully released of any liability with respect to the Loan, Buyer agrees to begin the necessary procedure to qualify for the FHA Loan on or before August 1, 1991. If Seller so requires, Seller will pay up to $500.00 of the fees for qualification for such FHA Loan.

Buyer warrants and represents that the property will be the primary residence of the Buyer.

Buyer shall not convey the property to any party on a non-qualifying assumption basis for a period of one year from the date hereof without the written consent of the Seller.

In witness hereof the undersigned have executed this document as of the 16 day of March, 1990.

SELLER:

Robert S. Spicer

Deborah S. Spicer

BUYER:

Billy J. Buzbee

Betty J. Buzbee

STATE OF Ohio
COUNTY OF Cuyahoga

Personally appeared before me, Suzanne Bialkowski, a Notary Public of said county and state, Betty J. and Billy J. Buzbee, the within named bargainor(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 16 day of March, 1990.

Suzanne Bialkowski
Notary Public

My Commission Expires: 1-23-95

SUZANNE BIALKOWSKI
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 01-23-95

NOTARIAL SEAL STATE OF OHIO

RE-RECORD
BOOK 8326 PAGE 393

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, R. L. Moore, a Notary Public of said county and state, Robert S. Spicer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Attorney-In-Fact of Deborah S. Spicer, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 20th day of March, 1990.

R. L. Moore
Notary Public

My Commission Expires: Nov. 21, 1990

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, R. L. Moore, a Notary Public of said county and state, Robert S. Spicer, the within named bargainor(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 20th day of November, 1990.

R. L. Moore
Notary Public

My Commission Expires: Nov. 21, 1990

RE-RECORD

05159

IDENTIF. REFERENCE

APR 8 3 16 PM '91

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

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18.00