BOOK 8397 PAGE 656

RE-RECORD
BOOK 8414 PAGE 473

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS $ 38,469.72

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF July, 19 91

Notary Public

MY COMMISSION EXPIRES: November 26, 1994
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
William D. Castleman, 101 Cumberland Avenue, Madison, Tennessee 37115

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth W. Gann (NAME)	Sovran Mortgage Corporation (NAME)	13DA 66185
3308 Old Hydes Ferry Pike (ADDRESS)	201 East Cary Street (ADDRESS)	80-4-19
Nashville, Tennessee 37218 (CITY) (STATE) (ZIP)	Richmond, VA 23231-3736 (CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Michael L. Harrison and Paul E. Harrison

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Kenneth W. Gann and wife, Mary Gann

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. 6 on the Plan of Waukee Heights, as of record in Book 2083, page 108, Register's Office for said County. Said Lot No. 6 fronts 83 feet on the northeasterly side of Old Hydes Ferry Road, and extend back 190.6 feet on the northwesterly line and 157.2 feet on the southeasterly line, to a dead line in the rear, which is a broken line, on which it measures 94.4 feet.

Being the same property conveyed to Michael L. Harrison and Paul E. Harrison, by deed from A. A. Dugger and wife, Sally L. Dugger, of record in Book 7291, page 472, Register's Office for Davidson County, Tennessee.

*incldng the assumption and agreement to pay the unpaid balance of a certain indebtedness in the original principal amount of $38.030.00 payable to Sovran Mortgage Corporation and secured by a Deed of Trust of record in Book 7291, page 475, Register's Office for Davidson County, Tennessee, to which reference is made for complete terms and conditions;

Doris Jean Harrison, spouse of Paul E. Harrison, joins in this conveyance for the express purpose of relinquishing all marital rights she may have in subject property now or in the future.

THIS INSTRUMENT IS BEING RE-RECORDED FOR THE EXPRESS PURPOSE OF ADDING THE FHA ASSUMPTION LANGUAGE ATTACHMENT; THERE ARE NO FURTHER CHANGES IN THIS INSTRUMENT.

1405 07/15 0101 03CHECK 149.45

unimproved ( )
This is improved (X) property, known as 3308 Old Hydes Ferry Pike, Nashville, Tennessee 37218
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever, and we 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 number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 5th day of July, 19 91

Michael L. Harrison

Paul E. Harrison

Doris Jean Harrison

DCTN01W 12 88 First Data Systems Inc. 1-800-626-5427

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BOOK 8397 PAGE 657

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael L. Harrison and Paul E. Harrison

the bargainor, ~~s~~, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Madison, Tennessee, this 5th day of July 19 91.

Commission expires November 26, 1994

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19_____ .

My commission expires _____

Notary Public

RE-RECORD

37004

IDENTIFICATION REFERENCE

Aug 6 10 07 AM '91

FELIX Z WILSON II REGISTER DAVIDSON COUNTY, TN

30626

IDENTIFICATION REFERENCE

Jul 15 9 15 AM '91

FELIX Z WILSON II REGISTER DAVIDSON COUNTY, TN

WARRANTY DEED

FROM

Michael L. Harrison and Paul E. Harrison

TO

Kenneth W. Gann and wife, Mary Gann

RETURN TO:

William D. Castleman
101 Cumberland Avenue
Madison, Tennessee 37115

1161 08/06 0101 CHECK 9.00

FHA ASSUMPTION LANGUAGE Loan #260865

THE APPROVAL OF THIS LOAN IS CONTINGENT UPON INCORPORATING THE FOLLOWING LANGUAGE IN THE TRANSFER DEED. THIS LANGUAGE IS NECESSARY FOR THE SELLER TO BE RELEASED OF LIABILITY AND FOR THE BUYER TO MEET THE UNDERWRITING CONDITIONS REQUIRED.

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Said conveyance is subject to such easements, covenants, restrictions, and other matters as are of record and pertain to the aforesaid Property as of the date hereof including, but not limited to, a Deed of Trust/Mortgage executed by Michael L. Harrison, Paul E. Harrison, and Doris Jean Harrison to D. J. Atkins and Harold I. Brooks, Trustees dated June 24, 1987, to secure to Sovran Mortgage Corporation or its successors in interest thereunder (the "Noteholder") the payment of a Note dated June 24, 1987, (the "Note"), executed by Michael L. Harrison, Paul E. Harrison, and Doris Jean Harrison payable to the order of said Noteholder. Said Deed of Trust/Mortgage is recorded at Page _____ in Deed Book _____ in the Clerk's Office/Recorder's Office of the Circuit Court of the City/County of _____.

The total outstanding indebtedness to the Noteholder under the Note as of the date hereof is thirty-six thousand nine hundred sixty-nine and 72/100 Dollars ($36,969.72) and Kenneth W. Gann and Mary A. Gann by execution hereof agree to be bound by the terms, conditions, and covenants of said Note and Deed of Trust/Mortgage, to assume the timely payment of all sums, including the total outstanding indebtedness.

As is evidenced by the signature of its duly authorized officer below, the Noteholder hereby consents to this Deed/Mortgage and Assumption Agreement. Notwithstanding anything herein to the contrary, Noteholder also hereby agrees that Michael L. Harrison, Paul E. Harrison, and Doris Jean Harrison will be released of liability on the Deed of Trust/Mortgage and Note.

WITNESSETH the following signatures and seals:

Kenneth W. Gann (SEAL)
Kenneth W. Gann

Mary A. Gann (SEAL)
Mary A. Gann

AGREED TO:

Michael L. Harrison (SEAL)
Michael L. Harrison

Paul E. Harrison (SEAL)
Paul E. Harrison

Doris Jean Harrison (SEAL)
Doris Jean Harrison

CONSENTED TO: SOVRAN MORTGAGE CORPORATION

William G. Stone
William G. Stone
Vice President

ATTEST:

Doris J. Kelley
Doris J. Kelley
Assistant Secretary

STATE OF VIRGINIA

City of Richmond, To-wit:

I, Isabella Axelson, a Notary Public in and for the city aforesaid, in the State of Virginia, do certify that William G. Stone, Vice President, and Donald W. Courtney, Assistant Secretary, respectively of Sovran Mortgage Corporation whose names as such are signed to the foregoing writing, have acknowledged the same before me in my city aforesaid.

My Commission expires on the 30th day of November 1993.
Given under my hand this 18th day of July 1991.

ISABELLA AXELSON NOTARY PUBLIC

Isabella Axelson
Notary Public

ASM40/DL/dw/F21-24.3