file box 8, blw

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WARRANTY DEED

THIS INDENTURE, made and entered into on this X 14th day of August, 1991, by and between THOMAS A. LANE and CYNTHIA M. LANE, husband and wife

party of the first part, and Michael R. Hilyer and Jacquelyn C. Hilyer

party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

LAND in Davidson County, Tennessee, being Lot No. 35 on plat of Section 3, Trailwood, of record in Book 6900, page 67, Register's Office for said County.

SAID Lot No. 35 fronts 61.17 feet on the broken southwesterly margin of Elm Run Court and extends back 126.55 feet on the northwesterlyline and 146.55 feet on the southeasterly line to a dead line in the rear, measuring 72.57 feet thereon.

BEING the same property conveyed to Thomas A. Lane and wife, Cynthia M. Lane by deed from Glen S. McCandless and wife, Cindy Giles McCandless of record in Book 7797, page 580, Register's Office for Davidson County, Tennessee.

Property address: 1509 Elm Run Court, Nashville, Tennessee 37214

It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantee to assume the unpaid balance of a note secured by a first mortgage deed of trust to D. Gene Merrill & Frederick E. Brooks, Trustees, of record in Book 7241, page 197, said Register's Office, and that the escrow account in connection with the aforesaid Deed of Trust is hereby transferred to the said Grantee.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except subject to restrictions of record, conditions, reservations and easements, zoning ordinances, if any, and general taxes and assessments not yet due and payable.

and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

3972.0

IDENTIFICATION REFERENCE

Aug 16 3 10 PM '91

FELIX P. WILSON, JR. REGISTER DAVIDSON COUNTY, TN

X Thomas A. Lane
THOMAS A. LANE

X Cynthia M. Lane
CYNTHIA M. LANE

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STATE OF TENNESSEE, COUNTY OF X Madison

Personally appeared before me, a Notary Public in and for said State and County, Thomas A. Lane and Cynthia M. Lane, husband and wife, the within named bargainor, 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, at office, this X 11TH day of X June

X Mary R. Reed
Notary Public

My commission expires: X January 22nd, 1995

(FOR RECORDING DATA ONLY)

Property Address 1509 Elm Run Court

Mail Tax Bills to: (Person or Agency responsible for payment of taxes)

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is

$ 99,092.98----------,

which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Jacquelyn C. Hilyer
Affiant

This instrument prepared by: under supervision of:

Nathan C. Lee, Esq.

P O Box 358

Chester, Virginia 23831

Subscribed and sworn to before me this 14th day of August, 19 91.

Christy Wilkins Ivey
Notary Public

My commission expires: Oct 9, 1991

CHRISTY WILKINS IVEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

State Tax .....$.....

Register's Fee 50

Recording Fee 6.00

Total .....$.....

T.G. #

Return to:

Form 50 11/85

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

DAMT	99092.98
CON TX	366.67
PRFEE	1.00
MTGED	6.00
TOTAL	373.67
CHECK	373.67

09 14/91 01 15:13 0001 4324

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

39.7.20.

IDENTIFT REFFERENCE

Dec 16 3 10 PM '91

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 450858