BOOK 8407 PAGE 768

BEING PERECORDED TO INCORPORATE ADDITIONAL LANGUAGE ON SECOND PAGE AND TO ADD ACKNOWLEDGEMENTS

RE-RECORD
BOOK 8456 PAGE 338

STATE OF TENNESSEE
COUNTY OF DAVIDSON FILE BOX 3
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 62,395.81

Helen C Mitchell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF July, 19 91

Notary Public

MY COMMISSION EXPIRES: 5 28 95
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
JACK CASE WILSON, ATTORNEY AT LAW
25 Century Blvd. - Suite 405, Nashville, TN 37214 111 West College Street, Murfreesboro, TN 37130 719 N. Second Street, Clarksville, TN37040

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Helen C. Mitchell (NAME)	Sovran Mortgage Corporation (NAME)	MAP 150-7
3104 Stoneybrook Circle (ADDRESS)	P.O. Box 121999 (ADDRESS)	PARCEL 76
Antioch, Tennessee 37013 (CITY) (STATE) (ZIP)	Nashville, Tennessee 37212-1999 (CITY) (STATE) (ZIP)	2DX-04707

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, William Joseph White and wife, Ginger Gail White

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Helen C. Mitchell, a single person

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:

Being Lot No. 75 on the Plan of Section One, Towne Village of the Country of record in Book 5200, Pages 55 and 56, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Being the same property conveyed to William Joseph White and wife, Ginger Gail White by deed from Alan R. Shook and wife, Angela M. Shook of record in Book 7896, Page 291, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing easements and restrictions of record.

This conveyance is subject to Restrictive Covenants of record in Book 5289, Page 687, Register's Office for said County.

This conveyance is subject to a Deed of Trust executed by William Joseph White and wife, Ginger Gail White to D.J. Atkins and Harold I. Brooks, Trustees for Tennessee Housing Development Agency c/o Sovran Mortgage Corporation, dated July 19, 1989 with an approximate unpaid principal balance of $57,395.81, which the Grantors hereby assume and agree to pay. The escrow account in connection with said loan is hereby transferred to the Grantees.

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 William Joseph White and wife, Ginger Gail White to D.J. Atkins and Harold I. Brooks, Trustees dated July 19,1989 to Tennessee Housing Development Agency c/o Sovran Mortgage Corporation or its successors in interest thereunder (the "Noteholder") the payment of a Note dated July 19,1989 (the "Note"), (CONTINUED)

5061 07/30 0101 08 CHECK 237.88

unimproved ( )
This is improved (X) property, known as 3104 Stoneybrook Circle, Antioch, Tennessee 37013
(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 24th day of July, 19 91

William Joseph White

Ginger Gail White

RE-RECORD

BOOK 8456 PAGE 339 BOOK 8407 PAGE 769

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 William Joseph White and wife, Ginger Gail White

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 Nashville, Tennessee, this 24th day of July, 19 91.

Commission expires 5/28/95

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

CONTINUATION

executed by William Joseph White and wife, Ginger Gail White payable to the order of said Noteholder. Said Deed of Trust/Mortgage is recorded at Page 246 in Book 7896 in the Clerk's Office/Recorder's Office of the Circuit Court of the County of Davidson.

The total outstanding indebtedness to the Noteholder under the Note as of the date hereof is FIFTY SEVEN THOUSAND THREE HUNDRED NINETY FIVE AND 81/100---- ($57,395.81) and Helen C. Mitchell by execution hereof agrees 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 William Joseph White and wife, Ginger Gail White will be released of liability on the Deed of Trust/Mortgage and Note.

CONTINUED

3461.3

IDENTIFICATION REFERENCE

Jul 30 8 07 AM '91

FELIX Z. WILCOX JR. REGISTER DAVIDSON COUNTY, TENN.

5161.26

IDENTIFICATION REFERENCE

OCT 3 8 25 AM '91

RE-RECORD

9693 10/03 0101 CHECK

RETURN TO:
CUMBERLAND TITLE COMPANY

[X] 25 Century Blvd. - Suite 405
Nashville, Tennessee 37214

[ ] 111 W. College Street
Murfreesboro, Tennessee 37130

[ ] 719 N. Second Street
Clarksville, Tennessee 37040

JACK CASE WILSON
ATTORNEY - AT - LAW

9-00

CONTINUATION RE-RECORD BOOK 8456 PAGE 340

WITNESSETH the following signatures and seals:

William Joseph White (SEAL)
* William Joseph White

Ginger Gail White (SEAL)
* Ginger Gail White

AGREED TO:

Helen C. Mitchell (SEAL)
* Helen C. Mitchell

_____ (SEAL)
*

CONSENTED TO:

SOVRAN MORTGAGE CORPORATION, Servicing Agent for Tennessee Housing Development Agcy

Nan M Sexton
Nan M. Sexton
Assistant Vice President

ATTEST:

Lisa M Edwards
Lisa M. Edwards
Mortgage Officer

STATE OF TENNESSEE

City of Nashville, To-wit:

I, Evelyn Binkley, a Notary Public in and for the city aforesaid, in the State of Tennessee, do certify that Nan M. Sexton, Assistant Vice President, and Lisa M. Edwards, Mortgage Officer, 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 23rd day of July, 1994.
Given under my hand this 23rd day of September, 1991.

Evelyn Binkley
Notary Public

My Commission Expires: 7/23/94

ASM40/*/*/*