This instrument prepared by:
HESSING, VENTIMIGLIA & SWAYNE
Neal Building, 117 East Wood Street
Paris, Tennessee 38242

Owner, Party responsible for payment of taxes and address
MARK S. HERBISON Mail
857 Stoner Mill Lane
Nashville, Tn 37076

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned, MICHELLE SWAYNE HERBISON have this day bargained and sold and do hereby transfer, relinquish, convey and forever quitclaim unto MARK STEVEN HERBISON, his heirs and assigns, for the consideration of ONE AND NO/100 ($1.00) DOLLAR and other considerations as hereinafter set out, the receipt of all of which is hereby acknowledged, all my right, title, claim and interest in and to certain real estate in Hermitage, Tennessee 37076, Davidson County, Tennessee, as shown on Tax Map 76-5, Parcel 148, which has the address of 857 Stoner Mill Lane and being more particularly described as follows:

Land in Davidson County, Tennessee, Being Lot No. 16 on the plan of Stoner Mill, Section II, of record in Book 6900, page 904, Register's Office for said County.

Said Lot No. 16 fronts 35.00 feet on the northerly margin of Stoner Mill Lane and extends back 165.96 feet on the southeasterly line and 130.38 feet on the westerly line to a dead line in the rear, measuring 118.63 feet thereon.

This being the same real estate conveyed to Mark Steven Herbison and wife, Michelle Swayne Herbison by deed of The Tisdale Company, dated June 28, 1990, of record in Book 8146, at pages 561-562, in the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to (a) the restrictions of record in Book 7847, page 63, said Register's Office and (b) matters set forth on said plan

The consideration above mentioned is evidenced by the grantees' assumption of that amount now due and owing on a promissory note payable to Tennessee Housing Development Agency c/o Security Trust Federal Savings & Loan, and secured by deed of trust of record in Book 8146, at pages 564-570, in the Register's office of Davidson County, Tennessee, and as set out in that Marital Dissolution Agreement in the Chancery Court of Tennessee for Henry County, Civil Action No. 14542.

The grantee by his execution of this instrument, evidences his agreement to pay said unpaid balance of $61,382.43 to Tennessee Housing Development Agency c/o Security Trust Federal Savings & Loan, according to the terms, conditions and stipulations of said note and trust deed.

EXACTLY SAME DESCRIPTION AS LAST RECORDED DEED

5267.0

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WITNESS our hands this 22ND day of April, 1991.

Michelle Swayne Herbison
Michelle Swayne Herbison

Mark Steven Herbison
Mark Steven Herbison

STATE OF TENNESSEE

COUNTY OF HENRY

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public, Michelle Swayne Herbison, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AT OFFICE this 15th day of April, 1991.

Notary Public

My Commission Expires:
9-23-92

STATE OF TENNESSEE

COUNTY OF Davidson

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public, Mark Steven Herbison, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AT OFFICE this 22nd day of April, 1991.

Notary Public

My Commission Expires:
March 3, 1992

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 46,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Mark Herbison
Affiant

Subscribed and sworn to before me this the 2ND day of May, 1991.

Carolyn Newman

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION OR SURVEY.

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