WILLIAM RANDALL FARRIS, ET UX

TO: ASSUMPTION DEED

TERRY R. MOORE, ET UX

BOOK 8742 PAGE 356

THIS DEED OF REALTY, executed as of the 29 day of September, 1992, by Grantors, WILLIAM RANDALL FARRIS and wife, WANDA SMITH FARRIS to Grantees, TERRY R. MOORE and wife, FREIDA MOORE, Witnesseth:

That Grantors, for the considerations hereinafter set out, have this day bargained and sold and do hereby transfer and convey unto Grantees, to have and to hold to them, as tenants by the entireties, and to their heirs and assigns forever, certain realty situated in Davidson County, Tennessee, and bounded and described as follows:

Being Lot No. 39, on the Plan of Section 3, Jamestown Estates, of record in Plat Book 6900, at Page 866, in the Register's Office for Davidson County, Tennessee. This realty is shown as Map and Parcel No. 15-10-214, on the Maps of the Assessor of Property for Davidson County, Tennessee. This description is taken from the aforementioned plat of record.

This is the same realty conveyed to the herein Grantors by deed of record in Book 7880, Page 661, in the Register's Office for Davidson County, Tennessee.

That Grantors (1) covenant that they are lawfully seized and possessed of and have a perfect right to convey such realty, and that it is unencumbered except for (a) 1992 taxes which are prorated between the parties and Grantees assume, (b) utility easements and building setback lines and any other matters shown on the recorded plat, (c) deed of trust of record in Book 7880, Page 664, in said Register's Office, executed by William Randall Farris and wife, Wanda Smith Farris, to Claire B. Murray, Trustee, to secure the payment of a note to Countrywide Funding Corporation in the

Prepared By [illegible]land
of [illegible]
121 S. 3rd St., Nashville, Tennessee

original principal sum of Eighty Seven Thousand One Hundred Thirty Nine Dollars ($87,139.00), which Grantors covenant is in a current condition, and of which Grantees have full knowledge; (2) will forever warrant and defend the title unto Grantees and to their heirs and assigns against all lawful claims; subject, however, to restrictive covenants of record in the Register's Office for Davidson County, Tennessee, affecting said property, to which reference is hereby made; and (3) will give possession of said property with deed;



That the considerations for this deed are (1) a valuable consideration, receipt whereof is acknowledged, and (2) the assumption of the balance due on the note secured by that certain deed of trust of record in Official Record Book Volume 7880, Page 664, in the Register's Office for Davidson County, Tennessee, in the original principal amount of Eighty Seven Thousand One Hundred Thirty Nine Dollars ($87,139.00), payable to Countrywide Funding Corporation, which debt the Grantees herein assume and agree to pay as part payment of the purchase price, commencing with payment due October 1, 1992, including interest therein;

That in the event Grantees default in any monthly payment to Countrywide Funding Corporation, which they assumed hereby, notice shall be given at once to Grantors, who shall have the right, but not the obligation, to make such monthly payment on behalf of Grantees; any such payments of said obligation made by Grantors on behalf of Grantees as aforesaid, shall become secured by a lien on the realty herein conveyed, and if such payments are not reimbursed to said Grantors within sixty (60) days, said Grantors may proceed to foreclose said lien by advertising and complying with Tennessee Code Annotated 35-5-105, et seq, or in any other manner prescribed by law, bid at sale, and make deed

free and clear of all equity of redemption, statutory redemption, homestead, marital rights and all other rights and exemptions of those claiming by or through the Grantees; the proceeds of such sale shall be applied first to the cost of compliance, cost of sale, the amount due Grantors, and the balance, if any, paid to Grantees; provided, however, for this lien to be effective against a bona fide purchaser or mortgagee, the said Grantors shall file a sworn statement in the Register's Office for said County setting forth any sums so paid;



Daniel V. Wooten and wife, Elaine P. Wooten join in this conveyance to quitclaim to Grantees all right, title and interest they might have in and to the aforementioned property by virtue of a contract for sale by and between Grantors and the said Daniel V. Wooten and wife, Elaine P. Wooten dated June 7, 1992.

IN WITNESS WHEREOF, Grantors and Grantees have executed this deed as of the date written first herein.

WILLIAM RANDALL FARRIS

WANDA SMITH FARRIS

Grantors

TERRY R. MOORE

FREIDA MOORE

Grantees

DANIEL V. WOOTEN

ELAINE P. WOOTEN

STATE OF TENNESSEE )
)
COUNTY OF MONTGOMERY )

BOOK 8742 PAGE 353

Personally appeared before me, WILLIAM RANDALL FARRIS and wife, WANDA SMITH FARRIS; TERRY R. MOORE and wife, FREIDA MOORE; and DANIEL V. WOOTEN and wife, ELAINE P. WOOTEN, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office this the 29 day of September, 1992.

My Commission Expires: 11-21-94

Notary Public

Name and Address of Property Owner:

Terry R. Moore etux
608 Pekoe Circle
Antioch TN 37013

Person or Entity Responsible For Payment of Property Taxes:

Countrywide Funding Corp.
155 N. Lake Ave.
Pasadena CA 91109-7178

STATE OF TENNESSEE, MONTGOMERY COUNTY
I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $ 100,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

William R. Farris
Affiant

Subscribed and sworn to before me this the 29 day of September, 1992.

Notary Public (Register of Montgomery County, Tennessee)

My Commission Expires: 11-21-94

JDR/mlb

50058.

IDENTIFICATION REFERENCE

SEP 30 10 29 AM '92

DAVIDSON COUNTY, TN

1435 09/30 0101 038 CHECK 387

**OFFICIAL RECEIPT**

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8742 PAGE 360

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

MAMT
100000.00
MOR TX 370.00
CANCEL
09/30/92 01 10:29 0001 1434

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

50058.

IDENTIFICATION REFERENCE

SEP 30 10 29 AM '92

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

MAMT
100000.00
CON TX 370.00
PRFEE 1.00
WDEED 16.00
TOTAL 387.00
CHECK 387.00
09/30/92 01 10:32 0001 1435

**No.** 575019