This Instrument Prepared By:
HAROLD REEVES, ATTORNEY P.C.
640 Spence Lane, Suite 218
Nashville, TN 37217
(615) 361-6679
This instrument prepared from information furnished by parties

File Box 24

BOOK 8948 PAGE 269

ADDRESS NEW OWNER:
James W. Brown and Darlene.M. Brown
1216-B, Tulip Grove Road
Hermitage, TN 37076

SEND TAX BILL:
To Mortgagee

MORTGAGEE:
Trans Financial Bank of TN, FSB
101 West Lincoln Street
Tullahoma, TN 37388

MAP AND PARCEL:
MAP 82-16
PARCEL 033 & 034
04D-06586

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, Kendall Howell and wife, Winifred Howell hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto James W. Brown and wife, Darlene M. Brown, as tenants by the entirety, 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 Lots Nos. 33 and 34, on the Plan of Hermitage Woods, Section 3A, of record in Plat Book 5200, Page 161, and as amended in Book 6890, Page 64, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Kendall Howell and wife, Winifred Howell, by deed from First Federal Savings Bank of Tennessee of record in Book 8131, Page 170, Register's Office for Davidson County, Tennessee. 0770 05/14 0491 03CHECK 15.00

This is the same description as in previous deed of record.

Grantee(s) hereby assumes and agrees to pay the unpaid balance on the existing mortgage held by Trans Financial bank of Tennessee, FSB, of record in Book 8131, Page 173, said Register's Office, the debt secured thereby and also hereby assumes the obligations under the terms of the instruments creating the loan. The escrow account and insurance to be transferred to Grantee(s).

THIS conveyance subject to such easements, setback lines of record in Plat Book 5200, Page 161, and as amended in Book 6890, Page 64, Register's Office for Davidson County, Tennessee.

and restrictive covenants of record in said Register's Office.

This is improved property known as 1212/1216 A&B, Tulip Grove Road, Hermitage, TN 37076.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James W. Brown and wife, Darlene M. Brown, their heirs and assigns, forever; and we, Kendall Howell and wife, Winifred Howell 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 shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this the 10th day of May, 1993.

Kendall Howell

Winifred Howell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Kendall Howell and wife, Winifred Howell the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within Warranty Deed for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this the 10th day of May, 1993.

NOTARY PUBLIC

My Commission Expires: 5/22/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ -0-.
Recording Fee paid in the amount of $575.40, 3/5/92, Receipt No. 508199 upon the recording of the Contract.

AFFIANT

Subscribed and sworn to before me this 10th day of May, 1993.

NOTARY PUBLIC
My Commission Expires: 5/22/93

LOAN # 160006510

This instrument prepared by:
Trans Financial Bank of Tennessee, FSB
Tullahoma, TN 37388

ASSUMPTION AGREEMENT (WITH RELEASE)

This Agreement entered into as of this 10th day of May, 19 93, by and between K Kendall and WInifred Howell, hereinafter referred to as Sellers, and James W and Darlene M Brown, hereinafter referred to as Buyers, and TRANS FINANCIAL BANK OF TENNESSEE, FSB, hereinafter referred to as Lender.

WHEREAS, TRANS FINANCIAL BANK OF TENNESSEE, FSB is the true and lawful holder or the duly appointed agent of the true and lawful holder of a Note executed by Seller on May 24, 19 90, in the amount of One Hundred Forty Eight ---------- ---------- dollars ($ 148000.00), and payable as therein set forth, said Seller having executed a Deed of Trust of even date therewith, of record in Trust Deed Book 8131, Page 173, Register's Office for Davidson County, Tennessee, wherein said Seller conveyed: 1212/1216 A & B Tulip Grove Nashville TN 37076 to Lender for the purpose of securing the payment of said Note; and

Whereas, Sellers have agreed to sell and Buyers have agreed to buy said property; and

Whereas, Sellers have agreed to accept and Buyers have agreed to give as part of the consideration for said conveyance, Buyers' assumption of and agreement to pay the unpaid principal balance of said indebtedness; and

Whereas, said Deed of Trust sets forth the terms and conditions under which said loan may be assumed in connection with the conveyance of said property, reference to the record thereof being hereby made for full particulars, Lender having satisfied itself as to the compliance therewith; and

Now therefore, for and in consideration of the mutual covenants and agreements hereinafter set forth:

Sellers hereby declare themselves to be the lawful owners of the equitable title to said property at the date hereof, and hereby agree to accept as part of the consideration for Sellers' conveyance of said property to Buyers, Buyers' assumption of and agreement to pay the unpaid principal balance of said indebtedness, which amount is hereinafter set forth; and

Buyers for themselves, their heirs and assigns, hereby assume and agree to pay the unpaid principal balance of said indebtedness, which amount is hereinafter set forth, according to the terms and conditions of said Note and Deed of Trust.

Lender hereby consents to Buyers' assumption of and agreement to pay the unpaid principal balance of said indebtedness, which amount is hereinafter set forth, according to the terms and conditions of said Note and Deed of Trust.

Lender and Buyers hereby agree that at the date hereof the unpaid principal balance of said indebtedness is One Hundred Forty Four THousand Four Hundred Four and 39-100--------dollars ($ 144404.39). Lender and Buyers further agree that said principal balance shall be paid with interest at an initial rate of 6.50 percent (6 1/2 %) per annum; said interest rate shall be adjusted and change as provided in said Note and Deed of Trust.

Buyers agree to pay said principal balance with interest in monthly installments, as provided in said Note and Deed of Trust, beginning on the first day of the month following the date hereof and continuing on the first day of each month thereafter until such principal and interest shall have been paid in full.

Lender and Buyers agree that the initial monthly payment shall be $ 945.59; said monthly payment shall be adjusted in accordance with the terms of said Note and Deed of Trust.

Lender, for itself, its successors and assigns, hereby agrees that Sellers upon the consummation of the subject transaction, shall have no further obligation or liability by reason of said Note and Deed of Trust.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

shall be applicable to all genders.

In witness whereof, we have set our hands, the corporate party having caused its name to be signed hereto by its duly authorized officer, on the date first written herein.

(Seller) Kendall Howell

(Buyer) James W. Brown

(Seller) Winifred Howell

(Buyer) Darlene M. Brown

TRANS FINANCIAL BANK OF TENNESSEE, FSB

BY: _____, VP

STATE OF Tennessee
COUNTY OF Coffee

Personally appeared before me, a Notary Public, in and for said County and State, the within-named Donald A Gilliam, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office this 10 day of May, 1993.

NOTARY PUBLIC

My commission expires: 10-1-95

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, a Notary Public, in and for said County and State, the within-named James W. Brown and Darlene M. Brown, Kendall Howell and Winifred Howell, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office this 10th day of May, 1993.

NOTARY PUBLIC

My commission expires: 5/22/93

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public within and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who upon his oath acknowledged himself to be the _____ of Trans Financial Federal Savings Bank of Tennessee, the within named Lender, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office this _____ day of _____, 19____.

NOTARY PUBLIC

My commission expires:

RECEIVED FOR RECORD
JUN 30 PM 3:55 '93
REGISTER'S OFFICE

19516