Bk 1

BOOK 8997 PAGE 295

STATE OF TENNESSEE
COUNTY OF Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 79,335.11

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF June, 19 93

Notary Public

MY COMMISSION EXPIRES: October 29, 1995
(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**
Gary B. Fisher, Attorney, 2711 Murfreesboro Rd. #200, Antioch, TN 37013

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Jerry W. Smith | Margaretten & Company, Inc. | 86-8-47 |
| (NAME) | (NAME) | |
| 1537 Market Square | P.O. Box 26388 | 4D-91398 |
| (ADDRESS) | (ADDRESS) | |
| Hermitage, TN 37076 | Richmond, VA 23260-6388 | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

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, James R. Pitman and wife, Kimberly A. Pitman

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Jerry W. Smith and wife, Lori D. Smith

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:

Land in Davidson County, Tennessee, being Lot No. 213 on the Plan of Jackson's Retreat, Phase 5-A, of record in Plat Book 6250, Page 309, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to James R. Pitman and wife, Kimberly A. Pitman by deed of record in Book 6903, Page 671, Register's Office for Davidson County, Tennessee.

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

This conveyance is subject to a certain Deed of Trust securing the payment of a promissory note to Commerce Union Bank of record in Book 6903, Page 674, said Register's Office with a present unpaid balance of approximately $70,835.11, which the Grantees herein hereby assume and agree to pay. The escrow account in connection with said loan is hereby transferred to Grantee.

The grantee assumes the personal obligation of the grantor and/or original mortgagor under the terms of the Note and any instrument, regulations or laws creating the loan to indemnify the Department of Veterans Administration or Federal Housing Administration to the extent of any claim of payment arising from the guaranty or insurance of the indebtedness.

unimproved ( )
This is improved (XX) property, known as 1537 Market Square, Hermitage, TN 37076
(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 hands this 25th day of June, 1993

James R. Pitman

Kimberly A. Pitman

OCTN01WC

BOOK 8997 PAGE 296

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 James R. Pitman and wife, Kimberly A. Pitman

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 Antioch, Tennessee, this 25th day of June, 19 93

Commission expires October 9, 1995

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

IDENTIF. ↑ REFERENCE

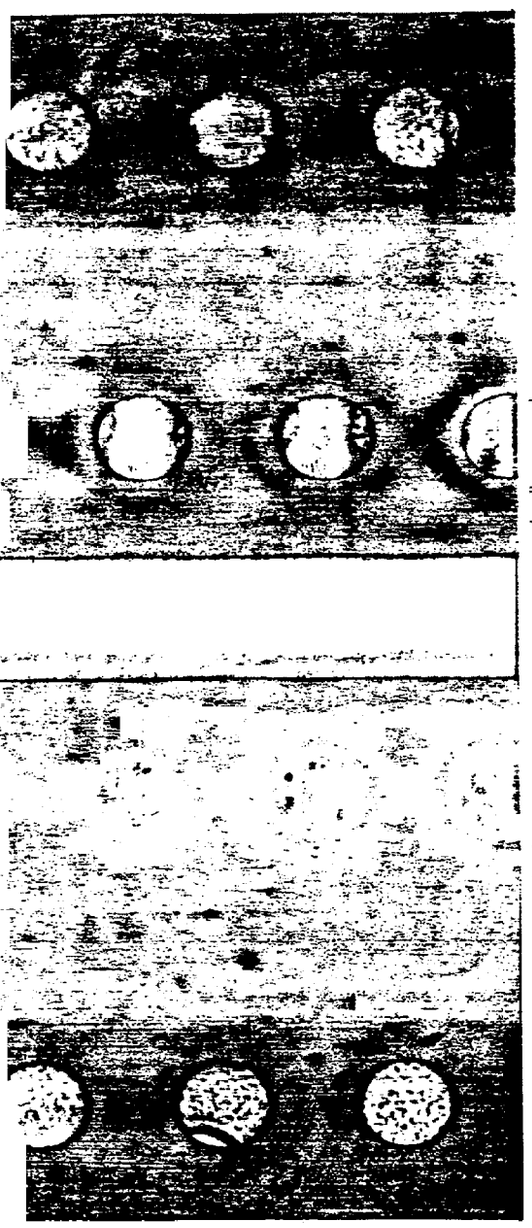
93 JUN 29 PM 2:03
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

3367 06/29 0101 03CHECK

302.41



DCTN01WC



**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8997 PAGE 297

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | | CAMT 79335.11 |
| | | | | CON TX 293.41 |
| | | | | PRFEE 1.00 |
| | | | | WDEED 8.00 |
| | | | | TOTAL 302.41 |
| | | | | CHECK 302.41 |
| | | | 06/29/93 01 | 14:03 0001 3367 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

35645
IDENTIF. ↑ REFERENCE

93 JUN 29 PM 2:13
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 668560