File Box 29

BOOK 9033 PAGE 661

STATE OF TENNESSEE 3929-M
COUNTY OF Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 96,400.00

x Joan K. Nichols
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF September, 19 93.

Notary Public
MY COMMISSION EXPIRES: 3/25/95

THIS INSTRUMENT WAS PREPARED BY
J. Blake Freeman, Attorney at Law, 51 Century Blvd., #110, Nashville, TN 37214

NAME	ADDRESS	
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth D. Nichols	BarclaysAmerican/Mortgage	#86-14-B-42 CO
(NAME)	(NAME)	
2912 Chapelwood Drive	5032 Parkway Plaza Blvd. Bldg. 8	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRES)	
Hermitage, TN 37076	Charlotte, NC 28217	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN 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, Kimberly L. Western, unmarried

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Kenneth D. Nichols and wife, Joan K. Nichols

HEREINAFTER CALLED THE GRANGEES, 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. 138 on the Revised Final Plat of Fleetwood Subdivision, Phase One, a planned unit development, of record in Book 6900, page 465, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

BEING the same property conveyed to Kimberly L. Western by deed from Ken Lokey Homes, Inc., filed of record in Book 8341, page 15, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to the Declaration of Covenants, Conditions and Restrictions filed of record in Book 7628, page 6, said Register's Office and all other easements and building lines of record.

This is improved property known as 2912 Chapelwood Drive, 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 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, her hand s this 23rd day of September, 19 93.

Kimberly L. Western
Kimberly L. Western

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

3929-M

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named

Kimberly L. Western

the bargainor s, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville Tennessee, this 23rd day of September, 19 93.

My commission expires _____ Notary Public

V.A. ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 23rd day of September, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgage") to secure the Mortgagor's Note ("Note") of the same date to

BarclaysAmerican/Mortgage Corporation
5032 Parkway Plaza Blvd. Bldg. 8
Charlotte, NC 28217 its successors

and assigns ("Mortgagee") and covering the property described in the Instrument and located at:

2912 Chapelwood Drive, Hermitage, TN 37076

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledge and agree to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (b).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

Kenneth D. Nichols (Seal) Mortgagor

Joan K. Nichols (Seal) Mortgagor

(Seal) Mortgagor

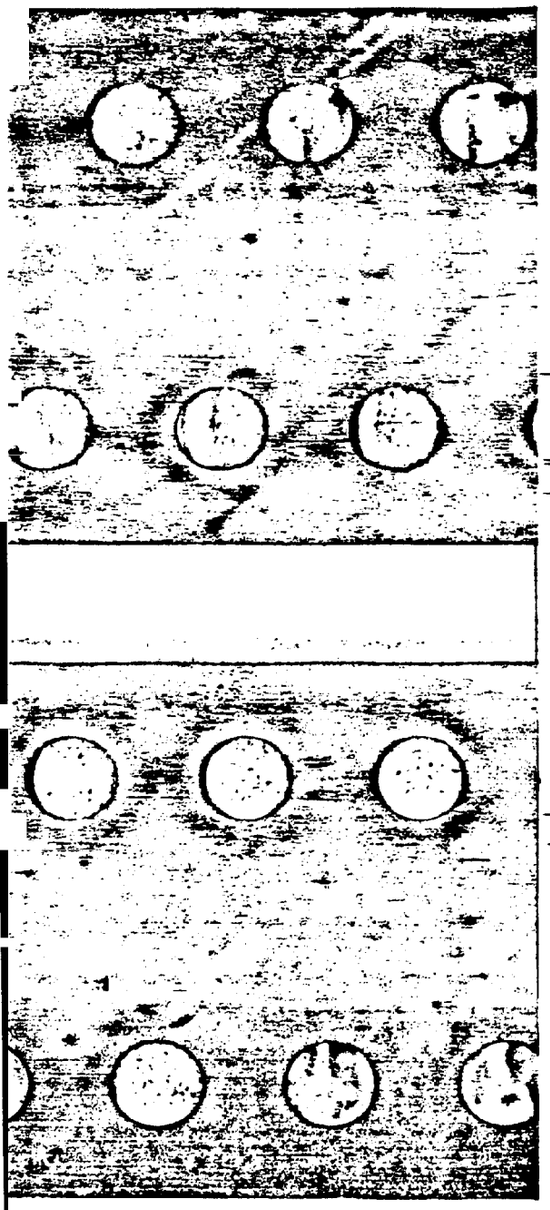
(Seal) Mortgagor

93 SEP 22 AM 9:12
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

67364
IDENTIF. ↑ REFERENCE

20203 09/28/93 01:01 DOCHECK
369.68

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



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

RECEIVED OF _____

FOR _____

BOOK 9093 PAGE 664

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	96400.00
			CON TX	356.68
			PRFEE	1.00
			TDEED	12.00
			TOTAL	369.68
			CHECK	369.68
09/28/93	01	09:14	0001	0203

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

67364
IDENTIF. ↑ REFERENCE

93 SEP 28 AM 9:12
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 702570