This instrument was prepared by
Mark J. Ivandick, Attorney
631 Madison Street
Clarksville, TN 37040
(615) 553-7900

WINSTON H. GRINER

TO: ASSUMPTION DEED

WILLIAM FENNER, JR., et ux

BOOK 9447 PAGE 449

FOR THE CONSIDERATION hereinafter set out, I, WINSTON H. GRINER, Grantor, have this day bargained and sold and do hereby transfer and convey unto WILLIAM FENNER, JR., and Wife, LUCILLE A. FENNER, Grantees, their heirs and assigns forever, the property in Davidson County, Tennessee, to-wit:

> BEING Lot No. 205 on the Plan of Priest Lake Park, Section 4, of record in Plat Book 4460, Page 15, 16, and 17, Register's Office for said County, to which reference is hereby made for a more complete description.
>
> This is the same property conveyed to the Grantor herein by deed from Jesse Brown, Secretary of Veteran's Affairs, dated May 26, 1994, being recorded in Book 9364, Page 355, in the Register's office of Davidson County, TN.

Tax Map and Parcel No. 136-7-142.

TO HAVE AND TO HOLD said real estate unto the said WILLIAM FENNER, JR., and Wife, LUCILLE A. FENNER , their heirs and assigns forever.

GRANTOR COVENANTS (1) that he is lawfully seized and possessed of and has a perfect right to convey such realty, and that it is unencumbered except for (a) 1994 taxes which are prorated between the parties in escrow and Grantees assume, (b) utility easements and building setback lines and any other matters shown on the recorded plat, (c) deed of trust dated January 13, 1994, and filed for record in Book 9364, Page 355, in said Register's Office, to secure the payment of a note in the original principal sum of $111,500.00 to the Secretary of Veterans Affairs, which Grantor covenants 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 Book 4505, Page 774, and

in Book 4460, Page 17, in the Register's Office for Davidson County, Tennessee, to which reference is hereby made.

THE CONSIDERATIONS for this conveyance are:

1. ($3,172.00), cash in hand paid, receipt of which is hereby acknowledged by Grantor;

2. The assumption by Grantees of the balance due on a note secured by a deed of trust to the Secretary of Veterans Affairs, and filed for record in Book 7364, Page 355, in the Register's Office for Davidson County, Tennessee, in the original principal amount of ($111,500.00), which Grantees agree to pay said note as part payment of the purchase price, commencing with payment due July 1, 1994, together with interest thereon;

THE GRANTEES FURTHER assume the obligation of the original borrower Winston H. Griner, under the terms of the instruments creating the loan to the Veterans Administration to the extent of any claim payment arising from the guarantee or insurance of the indebtedness above mentioned.

GRANTOR ALSO TRANSFERS and conveys unto the herein Grantees the escrow account carried with the Department of Veterans Affairs in connection with the aforesaid deed of trust. Grantor shall pay any deficiency or receive any overage in the escrow account as determined by the Department of Veterans Affairs.

THE GRANTEES join herein for the purpose of agreeing to comply with all the terms and agreements set out in the aforementioned deed of trust and note described therein, and to indemnify and save Grantor harmless from any further liability thereunder beginning with the payment due July 1, 1994.

IN THE EVENT the Grantees default in any monthly payment which they has assumed hereby, notice shall be given at once to Grantor, who shall have the right, but not the obligation, to make such payments on behalf of the Grantees. Any such payments of said obligations made by Grantor 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 Grantor within thirty (30) days, said Grantor may proceed to foreclose said lien in the manner prescribed by law, bid at sale, and make deed free and clear of all statutory rights of redemption, equity of redemption, homestead, redemption and dower. The proceeds of such sale shall be applied first to the cost of compliance, costs of sale, the amount due Grantor and the balance, if any, to Grantees. Provided, however, for this lien to be effective against a bona fide purchaser or mortgagee, the Grantor shall file a sworn statement in the Register's Office for Davidson County, Tennessee, setting forth any sum paid.

GRANTEES AGREES to keep the taxes paid promptly on said property and to keep the improvements thereon insured against loss by fire and windstorm for their insurable value with loss payable clause made payable to the legal owner and holder of said note, as her interest may appear, and in the event of failure to do so, the legal owner and holder of said note will be authorized to pay said taxes and insure said improvements, and any amount so paid, with interest, may be added to and collected as a part of the herein secured indebtedness.

POSSESSION of said property is to be given with deed, and taxes are to be prorated between the parties in escrow as of the date of closing.

IN WITNESS WHEREOF, we have hereunto signed on this the 23 day of AUGUST, 1994.

WINSTON H. GRINER

GRANTOR

WILLIAM FENNER, JR.

LUCILLE A. FENNER

GRANTEES

STATE OF TENNESSEE)
)
COUNTY OF MONTGOMERY)

BOOK 9447 PAGE 452

Personally appeared before me, WILLIAM FENNER, JR., and Wife, LUCILLE A. FENNER, 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, at office, this 23RD day of August, 1994.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, WINSTON H. GRINER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 23RD day of August, 1994.

NOTARY PUBLIC

My Commission Expires: JULY 15, 1998

Name & Address of Property Owner:

William Fenner Jr
P. O. Box 10037
Clarksville, TN 37042

Name & Address of Person Responsible for Payment of Taxes (if different),

Veterans Administration
110 9th Ave South
Nashville, TN 37203

STATE OF TENNESSEE, DAVIDSON COUNTY

I, or we hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $114,475.45, which amount equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant William Spencer Subscribed and sworn

to before me this the 23RD day of AUGUST 19 94.

Priscilla A. Spencer
NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 18, 1994

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85167

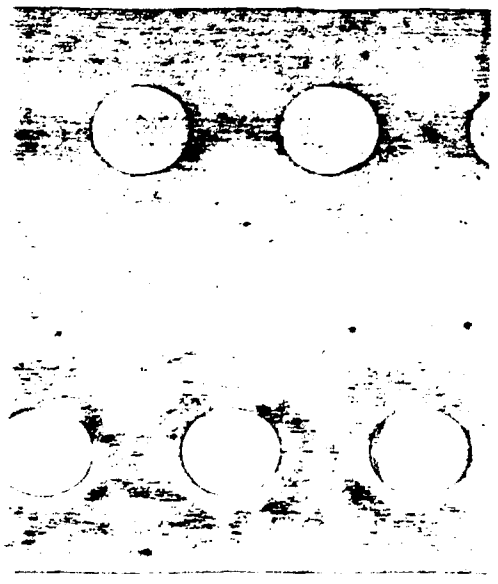
IDENTIF. & REFERENCE

94 AUG 26 AM 11:27

REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

444-55



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

RECEIVED OF _____

FOR _____ BOOK 9447 PAGE 454

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



85167
IDENTIF. & REFERENCE

94 AUG 26 AM 11:28
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

				AMT
				114479.46
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK				423.65
			PRFEE	1.00
			WDEED	2.00
			ERR	CO
			WDEED	2.00-
			WDEED	20.00
			TOTAL	444.65
			CHECK	444.65
08/26/94	01	11:27	0001	2244

No. 828650