BOOK 9464 PAGE 887

43

WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 102,520.00

Daniel B. Smartt
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF August 19 94

Patricia D. Cavitt
Notary Public

MY COMMISSION EXPIRES: My Commission Expires JAN. 24, 1998
(AFFIX SEAL)

PATRICIA D. CAVITT NOTARY PUBLIC DAVIDSON COUNTY, TENN. LARGE

THIS INSTRUMENT WAS PREPARED BY

TAYLOR, PHILBIN, PIGUE, MARCHETTI, & BENNETT, One Eleven Union Street, Nashville, TN 37201

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Daniel B. Smartt (NAME)	Southeastern Mortgage (NAME)	18-12-A-30C0
102 Mavella Court (ADDRESS)	565 Marriott Drive, Suite 250 (ADDRESS)	G020928
Goodlettsville, TN 37072 (CITY) (STATE) (ZIP)	Nashville, TN 37214 (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, Edward Randall Phillips, II, et ux Michelle Phillips, d/b/a Randall Phillips Homes

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Daniel B. Smartt and wife, Susan R. Smartt

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. 30 on the Plan of Emerald Cove, of record in Book 6900, Page(s) 630 and 631, amended in Book 9112, Page 29, Register's Office for said County, reference to which is hereby made for a more complete and accurate description.

Being part of the same property conveyed to Edward Randall Phillips, II et ux Michelle Phillips, d/b/a Randall Phillips Homes, by deed from Edward Randall Phillips of record in Book 9114, Page 699, Register's Office for Davidson County, Tennessee.

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

90865 IDENTIF. ↑ REFERENCE

94 SEP 14 PM 1:52
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

This is improved (X) unimproved ( ) property, known as 102 Mavella Court, Goodlettsville, TN 37072
(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 hand s this 30th day of August, 19 94

Edward Randall Phillips, II, et ux Michelle Phillips, d/b/a Randall Phillips Homes
By: E Randall Phillips II
Edward Randall Phillips, II, partner

By: Michelle Phillips
Michelle Phillips, partner

BOOK 9464 PAGE 888

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 Edward Randall Phillips, II, et ux Michelle Phillips, d/b/a Randall Phillips Homes

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 Nashville, Tennessee, this 30th day of August 19 94.

Commission expires My Commission Expires JAN. 24, 1998

Patricia D. Cavitt
Notary Public

PATRICIA D. CAVITT NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE MY COMMISSION EXPIRES JAN. 24, 1998

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

3396 09/14 0101 03CHECK 388.25

90866

43

Prepared by and
AFTER RECORDING ~~MAIL TO:~~

SOUTHEASTERN MORTGAGE OF TENNESSEE, INC.
565 MARRIOTT DRIVE, SUITE 250
NASHVILLE, TN 37214-5014

IDENTIF. ↑ REFERENCE

94 SEP 14 PM 1:53

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

LOAN NO. 469860

BOOK 9464 PAGE 890

[Space Above This Line For Recording Data]

STATE OF TENNESSEE

DEED OF TRUST

FHA CASE NO.
483-2193368-703 2038

THIS DEED OF TRUST ("Security Instrument") is made on August 30, 1994 . The grantor is DANIEL B. SMARTT and SUSAN R. SMARTT, HUSBAND AND WIFE ("Borrower"). The trustee is D. M. GRISHAM of Davidson County, Tennessee ("Trustee"). The beneficiary is SOUTHEASTERN MORTGAGE OF TENNESSEE, INC. which is organized and existing under the laws of TENNESSEE , and whose address is 565 MARRIOTT DRIVE, SUITE 250, NASHVILLE, TN 37214-5014 ("Lender"). Borrower owes Lender the principal sum of One Hundred Two Thousand Six Hundred Fifty Dollars and no/100 Dollars (U.S. $ 102,650.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in DAVIDSON County, Tennessee:

LAND in Davidson County, Tennessee, being Lot No. 30 on the Plan of Emerald Cove, of record in Book 6900, Page(s) 630 and 631, amended in Book 9112, Page 29, Register's Office for said County, reference to which is hereby made for a more complete and accurate description.

BEING the same property conveyed to the Grantors by deed of even date being recorded simultaneously herewith.

which has the address of 102 MAVELLA COURT [Street] GOODLETTSVILLE [City]
Tennessee 37072 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.