This instrument prepared by John M. Richardson, Jr. of the law firm of Richardson & Richardson, 101 Glenn Bldg., 112 South Third Street, Clarksville, Tennessee, 37041-0808.

MAIL TAX STATEMENTS TO:
First Tennessee Bank National
P.O. Box 474
Memphis, TN 38101

OWNER/PROPERTY ADDRESS:
Patricia A. Hilliard
710 Barlin Court
Nashville TN. 37221

EILEEN A. AMABA, single

BOOK 9467 PAGE 80

TO: Assumption Deed

PATRICIA A. HILLIARD, single

FOR A VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, and other considerations hereinafter set out, I, **EILEEN A. AMABA**, single, do this day bargain, sell, transfer and convey unto **PATRICIA A. HILLIARD**, single, her heirs and assigns forever, the following described real estate situated in Davidson County, Tennessee, to-wit:

> Land in Davidson County, Tennessee being Lot No. 125 on the Plan of BELLE POINTE, PHASE III, a Planned Unit Development, of record in Book 6250, page 872, Register's Office for said County, which plan and record thereof are incorporated herein and made a part hereof by reference.
>
> Being the same property conveyed to Eileen A. Amaba by deed from Jack Kemp, Secretary of Housing and Urban Development, dated April 30, 1992, recorded in Book 8618, page 685, Register's Office for Davidson County, Tennessee.
>
> Designated as map and parcel No. 142-10-0-B-125.00, Tax Assessor's Office, Davidson County, Tennessee.
>
> **SUBJECT** to all covenants, easements, restrictions, reservations, conditions, by-laws and rights appearing of record against the above described property, including Volume 6689, page 772; Volume 6689, page 783; amended in Volume 6702, page 409; amended in Volume 6819, page 164; amended in Volume 6862, page 292, all recorded in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate together with all improvements thereon unto **PATRICIA A. HILLIARD**, single, her heirs and assigns forever.

GRANTOR COVENANTS (1) that she is lawfully seized and possessed of said real estate; has a good and lawful right to convey the same; that it is unencumbered **EXCEPT** for (a) 1994 real

estate taxes which are pro-rated and assumed by Grantee, (b) any and all covenants, easements, restrictions, reservations, conditions, by-laws and rights as set out herein above, which may effect the property; (c) Deed of trust of record in Volume 8618, page 688, Register's Office for Davidson County, Tennessee, signed by Eileen A. Amaba, unmarried, to secure a note payable to FIRST TENNESSEE BANK NATIONAL ASSOCIATION in the amount of $75,514.00 dated April 30, 1992 which Grantor covenants is in a current condition and of which Grantee has full knowledge, and (2) SUBJECT thereto, will forever warrant and defend the title unto Grantee, her heirs and assigns forever against the lawful claims of all persons whomsoever; SUBJECT, however to restrictive covenants, easements, by-laws, covenants, and conditions set out herein.

THE CONSIDERATION for this conveyance is (1) the payment of the sum of $ 13238.66 by Grantee unto Grantor, cash in hand paid, the receipt of which is hereby acknowledged, (2) FURTHER CONSIDERATION of this conveyance is that Grantee assumes and agrees to pay the balance due on said note as recorded in Volume 8618, page 688, said Register's Office, beginning with the October 1, 1994 payment, including interest thereon; and (3) Grantee herein, as part of the purchase price and consideration for this deed, assumes and agrees to pay the indebtedness evidenced by that certain deed of trust made by Eileen A. Amaba, unmarried, which deed of trust is recorded in the Register's Office for Davidson County, Tennessee in Volume 8618, page 688, and note of even date thereby secured, in the original principal amount of $75,514.00 payable to First Tennessee Bank National Association. And for the same consideration Grantee hereby assumes the obligations of Eileen A. Amaba, under the terms of the instruments creating the loan.

The Grantee joins herein and agrees to pay said note and to become bound and personally liable for compliance with all the provisions of said deed of trust and note.

IN THE EVENT Grantees default in any monthly payment to First Tennessee Bank National Association which she assumes hereby, notice shall be given to Grantor at once and Grantor shall have the right, but not the obligation, to make such monthly payment on behalf of the Grantee. Any such payment or payments of said obligation made by Grantors on behalf of Grantees as aforesaid, shall become secured by a lien on the realty herein conveyed, and if such payment or payments are not reimbursed to Grantors within sixty (60) days, said Grantors may proceed to enforce said lien in the manner prescribed by law, bid at the sale and make deed free and clear of all equity of redemption, statutory right of redemption, homestead, and dower. The proceeds of such sale shall be first applied to the costs of compliance, cost of sale, the amount due Grantors and the balance, if any, paid to Grantees. Provided however, for this lien to be effective against a bona fide purchaser or mortgagee, the said Grantors shall file a sworn statement in the Register's Office for said County setting forth any sums so paid.

IN CONNECTION with such assumed indebtedness, Grantor also transfers, assigns and sets-over unto the Grantee any and all escrow funds now held to Grantor credit.

THE GRANTEE joins herein and agrees to indemnify and save Grantor harmless from all further liability under the aforesaid note and deed of trust, and to comply with all terms and conditions thereunder.

POSSESSION to be given upon execution and delivery of this deed.

IN WITNESS WHEREOF, the parties have hereunto set their signature on this the 26th day of Aug., 1994.

Eileen A. Amaba

Eileen A. Amaba, Grantor

Patricia A. Hilliard

Patricia A. Hilliard, Grantee

STATE OF Georgia)
)
COUNTY OF Fulton)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **EILEEN A. AMABA**, one of the bargainors, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this the 26th day of August, 1994.

Susan H Kerr
Notary Public

Notary Public, Henry County, Georgia
My Commission Expires Jan. 6, 1998

My commission expires: _____

STATE OF Georgia)
)
COUNTY OF Fulton)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **PATRICIA A. HILLIARD**, one of the bargainors, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this the 26th day of August, 1994.

Susan H Kerr
Notary Public

Notary Public, Henry County, Georgia
My Commission Expires Jan. 6, 1998

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Pursuant to T.C.A. Section 67-4-409(a)(6)(A), the undersigned, being the Grantee, the Grantee's agent or a trustee acting for the Grantee, after being duly sworn, makes oath that the actual consideration for this transfer or the value of the property transferred, whichever is greater is $ 87,500.00

Patricia A. Hilliard
Affiant

SWORN to and subscribed before me on this the 14th day of September, 1994.

Karen L. McGriff
Notary Public
My commission expires: 11-10-97

KAREN L. McGRIFF NOTARY PUBLIC AT LARGE MONTGOMERY CO. TENN.

91659
IDENTIF. & REFERENCE

94 SEP 16 PM 1:49
DAVIDSON CO. REGISTER
MAIL ENV.

STATE OF Tennessee)
COUNTY OF Davidson)

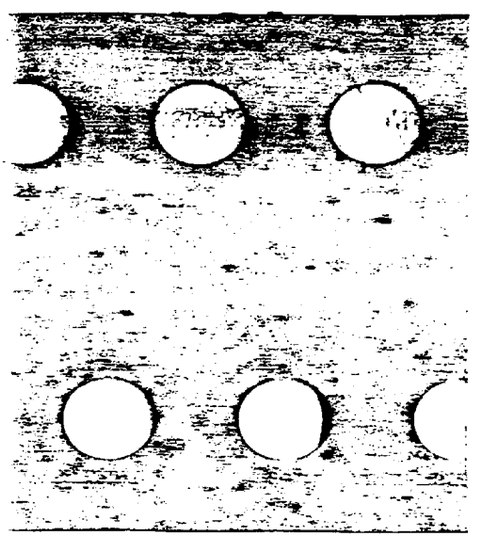
Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **PATRICIA A. HILLIARD**, one of the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

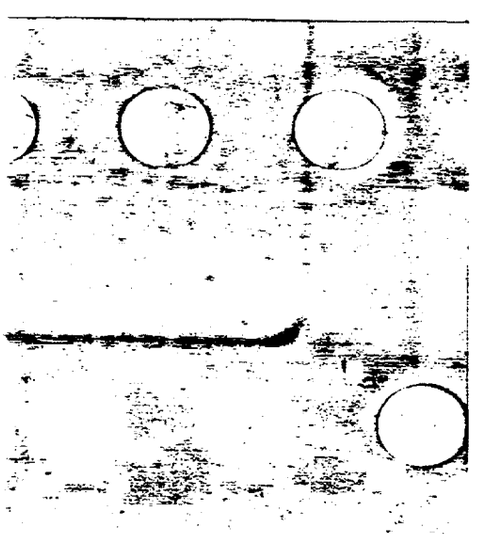
WITNESS MY HAND AND SEAL, at office, this the 14th day of September, 1994.

Karen L. McGriff
Notary Public
My commission expires: 11-10-97

KAREN L. McGRIFF NOTARY PUBLIC AT LARGE

340.75





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

RECEIVED OF _____

FOR _____

BOOK 9467 PAGE 84

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 87500.00
				CON TX 323.75
				PRFEE 1.00
				WDEED 16.00
				TOTAL 340.75
				CHECK 340.75
			09/16/94 01	13:47 0001 9261

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

91659
IDENTIF. # REFERENCE

94 SEP 16 PM 1:49
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 835581