BOOK 9488 PG 99

WARRANTY DEED

This instrument prepared by
BEATY TITLE COMPANY
668 Nashville Pike, 2nd Floor
Gallatin, TN 37066

Map 135-14A-11.00

OWNER:	SEND TAX BILLS TO:
Name ROBERT W. HAMMESFAHR	Name Leader Federal Bank for Savings
Address 732 Piccadilly Row	Address P.O. Box 2926
City Antioch State TN Zip 37013	City Memphis, TN State 81 Zip -2926

FOR AND IN CONSIDERATION of the sum of

TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

DOUGLAS S. JOHNSTON, JR. and MARY W. JOHNSTON, Husband and Wife

have this day bargained and sold, and do hereby transfer and convey unto ROBERT W. HAMMESFAHR and JACQUELINE C. HAMMESFAHR, Husband and Wife

their, heirs and assigns, hereinafter referred to as "grantees", whether one or more, certain real estate located in the _____ Civil District of Davidson County, State of Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 11 on the Plan of Pinnacle Point Subdivision, Phase Two, a Planned Unit Development, of record in Book 6900, pages 140 and 141, said Register's Office, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Douglas S. Johnston, Jr. and wife, Mary W. Johnston by deed from Centex Homes Corporation, a Nevada Corporation, of record in Book 7258, page 284, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to the assumption and agreement to pay the balance owing on a promissory note in the original amount of $109,047.00 of record in Book 9033, page 79, said Register's Office; and to restrictive covenants of record in Book 6405, page 169, amended in Book 7067, page 739, and Book 7032, page 733, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

TO HAVE AND TO HOLD said real estate, with appurtenances, estate, title and interest belonging to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. We further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

Witness our hands this 30th day of September 19 94.

DOUGLAS S. JOHNSTON, JR.

MARY W. JOHNSTON

STATE OF TENNESSEE
COUNTY OF Davidson

PERSONALLY APPEARED before me Debra Wicke, a Notary Public in and for said County and State, DOUGLAS S. JOHNSTON, JR. and MARY W. JOHNSTON, Husband and Wife, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office, this 30th day of September, 1994.

Commission expires 6-10-98

Debra Wicke
Notary Public

Form SD001TN Rev 01/26/93

STATE OF _____
COUNTY OF _____

BOOK 9488 PG 100

PERSONALLY APPEARED before me _____, A Notary Public in and for said County and State, _____

_____ _____

with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office, this _____ day of _____, 19 _____.

Commission expires _____

_____
Notary Public

98132
IDENTIF. & REFERENCE

94 OCT -7 PM 1:29
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value whichever is greater, for this transfer is $ 124,900.00

Affiant Robert W. Hammerschlag

Subscribed and sworn to before me, this the 30th day of September, 19 94

My commission expires 6/10/98

Debra Wicke
Notary Public - Register

DEBRA WICKE
NOTARY PUBLIC
DAVIDSON COUNTY, TN
NOTARY EXPIRES JUNE 10 1998

STATE OF TENNESSEE, Davidson COUNTY

The foregoing instrument and certificate were noted in Notebook _____, Page _____ at _____ o'clock _____ M _____, 19____ and were recorded in Warranty Deed Book _____, Page _____. State Tax Paid $_____ Fee _____ Recording Fee _____ Total $_____. **Witness my hand**

Receipt No. _____ _____ Register

WARRANTY DEED | FROM | TO

94 OCT 07 AM 8:22 DEED 475.13

Form SDD01TN Rev. 01/26/93

VA LOAN NUMBER: LH414761TN

PROPERTY ADDRESS: 732 Piccadilly Row

CITY AND STATE: Antioch, TN

ASSUMPTION AGREEMENT CREATING LIABILITY
TO HOLDER AND TO UNITED STATES

BOOK 9488 PG 101

It is mutually agreed between the undersigned Seller(s), Purchaser(s), and the Secretary of Veterans Affairs as follows:

That the Purchaser(s) (is/are) acquiring title to the real property described in a deed of trust dated July 27, 1993, executed by the Seller(s), recorded in the Register's office of Davidson County, State of TN in Book 9033, Page 80, which was given to secure a promissory note in the sum of $109,047.00.

That said note and deed of trust were executed by the Seller(s) in favor of Leader Federal Bank For Savings, and the loan which said note and deed of trust respectively secure was guaranteed or made by the United States pursuant to the provisions of Title 38 U.S.C. Chapter 37;

That as part of the consideration for the conveyance of the real property and as part of the same transaction, Purchaser(s) hereby assume and agree to pay the indebtedness evidenced by that promissory note, as modified or extended before this date, and to be bound by and to perform all the covenants of the deed of trust at the time and in the manner provided and also hereby assume the obligations of the Seller(s), Douglas S. Johnston JR ~~Mary W. Johnston~~, under the terms of the instruments creating the loan to indemnify the United States to the extent of any claim payment arising from the guaranty of the indebtedness above mentioned; That in consideration of the foregoing assumption of liabilities, the Seller(s), pursuant to the provisions of Title 38, U.S.C. Section 1813 - 1814, (is/are) hereby relieved of all further liability to the Secretary on account of such loan.

September 30, 1994
DATED

SECRETARY OF VETERANS AFFAIRS

BY: (X) Kay Bonds

Underwriter

Name and title Kay Bonds
Underwriter

Holder
As agent for VA by authority of
38 U.S.C. 1814.

SELLER DOUGLAS S. JOHNSTON, JR.

SELLER MARY W. JOHNSTON

PURCHASER ROBERT W. HAMMESFAHR

PURCHASER JACQUELINE C. HAMMESFAHR

BY: Robert W. Hammesfahr

ROBERT W. HAMMESFAHR, Attorney in Fact

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9488 PG 102

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
				124900.00
				CON TX 462.13
				PRFEE 1.00
				WDEED 12.00
				TOTAL 475.13
				CHECK 475.13
			10/07/94 01	13:28 0001 6238

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98132
IDENTIF. & REFERENCE

94 OCT -7 PM 1:29
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

No. 842456