**THIS DEED IS BEING SENT FOR RE-RECORDING TO ADD CERTAIN LANGUAGE AS IT RELATES TO THE ASSUMPTION OF THIS LOAN. (SEE EXHIBIT A)

BOOK 9538 PG 722

268

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
James David Carter Polly Ann Carter 1309 Butterfly Court Hermitage, TN 37076	Bancoklahoma Mtg. 7060 S. Yale Ste. 100 Tulsa, OK 74133	Map 057-020 Parcel 045.00

This instrument prepared by: Robert J. Notestine, III, Attorney, 104 Woodmont Boulevard, Suite 115, Nashville, Tennessee 37205

WARRANTY DEED RE-RECORD

BOOK 9563 PG 224

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, We, Steven C. Diaz and wife, Abigail Diaz, (The "Grantors") have bargained and sold, and by these presents does transfer and convey unto James David Carter and wife, Polly Ann Carter, (The "Grantees"), Grantees's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 54 on the Plan of New Hope Meadows, Phase II, of record in Book 6900, page 724, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.

Being the same property conveyed to Steven C. Diaz and wife, Abigail M. Diaz by Warranty Deed from William Cory Gerrard and wife, Brigit Lee Gerrard of record in Book 8893, page 770, said Register's Office for Davidson County, Tennessee.

This property is commonly known as 1309 Butterfly Court, Hermitage, Tennessee 37076.

It is understood and agreed that part of the consideration for the transfer of this property is the agreement of the grantees to assume the unpaid balance of a note secured by a first mortgage deed of trust to Century Mortgage Corporation of record in Book 8893, page 773, said Register's Office and has since been assigned to Bancoklahoma Mortgage Corporation, and that the escrow account in connection with the aforesaid deed of trust is hereby transferred to the grantees.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $113,601.97.

James David Carter
Affiant

Subscribed and sworn to before me this 21st day of November, 1994.

Notary Public

My Commission Expires Jan 24, 1998

RE-RECORD BOOK 9563 PG 225 BOOK 9536 PG 723

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantees Grantees's successors and assigns, forever.

And Grantors do covenant with the said Grantees that Grantors are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered except as set forth hereinabove.

And Grantors do further covenant and bind themselves, their representatives and assigns, to warrant and forever defend the title to the Property to the said Grantees, their successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be executed this 21st day of November, 1994.

Steven C. Diaz

Steven C. Diaz

Abigail M. Diaz

STATE OF TEXAS}
COUNTY OF Harris }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Abigail M. Diaz, the bargainor, 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~~ Houston, Texas, this 18 day of November, 1994.

Josefina Betancourt
Notary Public

My Commission Expires: 01-21-95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

9681 12/02 0101 03CHECK 429.32

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Steven C. Diaz, the bargainor, 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 and official seal at Nashville, Tennessee, this 21st day of November, 1994.

Notary Public

My Commission Expires: Jan 24, 1997

94 DEC -2 PM 2:10

14176

RE-RECORD

BOOK 9563PG226

EXHIBIT A

Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain deed of trust made by Steven C. Diaz and wife, Abigail M. Diaz to Century Mortgage Corp., which deed of trust is recorded in the office of the Davidson County Register of Deeds in Book 8893, Page 793, and note of even date thereby secured, in the original principal amount of $115,323.00, payable to Century Mortgage Corp. And for the same consideration Grantees hereby assume the obligations of Steven C. Diaz and wife, Abigail M. Diaz, under the terms of the instruments creating the loan to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. This liability to the Department of Veterans Affairs is under the authority of Chapter 37, Title 38 of the United States Code, and supersedes any State or local law barring or limiting deficiencies following foreclosure of real property.

SELLERS:

Steven C. Diaz

BUYERS:

James David Carter

Tolby Ann Carter

22611

IDENTIF. ↑ REFERENCE

RE-RECORD
95 JAN -4 AM 9:39
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

8967 01/04 0101 03CHECK 12.00