BOOK 9852PG960

57

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS $ 211,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
3rd DAY OF November 19 95

Notary Public

MY COMMISSION EXPIRES: 6/1/97
(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY
Lehman Land Title, Inc., 5211 Maryland Way, Suite 1060, Brentwood, Tennessee 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
William Guy Thomas (NAME)	S A M E (NAME)	182-00-0-166.00
115 Gloryland Lane (ADDRESS)	(ADDRESS)	
Antioch, TN 37013 (CITY) (STATE) (ZIP)	(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, Tera M. Daniels

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO William Guy Thomas and Donna P. Bowman

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 Tract 3 according to an unrecorded survey by Robert J. Morris, dated October 10, 1987 and being more particularly described as follows to wit:

Beginning at an iron pin at the southeast corner of the herein described tract also being the easterly point of the northern terminus of a 40' easement for ingress and egress to and from Burkitt Road, thence North 84 degrees 45 minutes 28 seconds West 559.77 feet to an iron pin; thence North 4 degrees 04 minutes 50 seconds East 438.94 feet to an iron pin; thence South 82 degrees 43 minutes 12 seconds East 662.27 feet to an iron pin in the northeast corner of the herein described tract, also being the common corner between Tracts 3 and 4; thence South 17 degrees 53 minutes 19 seconds West 425.63 feet to the point of beginning.

Being the same property conveyed to Tera M. Daniels by deed from Larry L. Crain and Karen M. Crain of record in Book 9811, page 852, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

This conveyance is further subject to a lien of a deed of trust of record in Book 9811, page 855, Register's Office for Davidson County, Tennessee, in the original sum of $170,000.00, which the Grantee(s) hereby assume and agree to pay by accepting delivery hereof. The Grantor(s) hereby transfer to the

CONTINUED

unimproved ( )
This is improved (X) property, known as 115 Gloryland Lane, Antioch, TN 37013
(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 my hand this 3rd day of November 19 95

Tera M. Daniels

Tera M. Daniels

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Tera M. Daniels

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 Brentwood, Tennessee, this 3rd day of November 19 95

Commission expires 6/1/97

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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

LEGAL DESCRIPTION CONTINUATION

Grantee(s) all right, title and interest in and to that certain escrow account held on deposit by Gene H. Smith and wife, Patricia C. Smith for the benefit of the aforedescribed deed of trust of record.

This conveyance is further subject to a lien of a deed of trust of record in Book 9811, page 860, Register's Office for Davidson County, Tennessee, in the original sum of $20,000.00, which the Grantee(s) hereby assume and agree to pay by accepting delivery hereof. The Grantor(s) hereby transfer to the Grantee(s) all right, title and interest in and to that certain escrow account held on deposit by Larry L. Crain and Karen M. Crain for the benefit of the aforedescribed deed of trust of record.

THIS ASSUMPTION AGREEMENT
PREPARED BY:

William T. Berry, Attorney
109 Shacklett Lane
Antioch, TN 37013

EXHIBIT "A"

TO

WARRANTY DEED

ASSUMPTION AGREEMENT WITH RELEASE

This Assumption Agreement is a made and entered into by and between GENE H. SMITH and wife, PATRICIA C. SMITH (payees of the Note and secured parties in the Deed of Trust described below); and WILLIAM GUY THOMAS and DONNA P. BOWMAN (purchasers of the property described in the Warranty Deed to which this Exhibit is attached and further described in the Deed of Trust set forth below), and is approved by TERA M. DANIELS (the seller of the property described in the Warranty Deed to which this Exhibit is attached).

FOR AND IN CONSIDERATION of the mutual covenants and agreements of the parties hereto; the sale of the real estate in the Warranty Deed to which this Exhibit is attached; the assumption described herein, and as evidenced by their signatures below WILLIAM GUY THOMAS and DONNA P. BOWMAN specifically agree to assume (and pay as scheduled) the outstanding principal balance along with all other obligations contained therein of that certain promissory note dated September 29, 1995; executed by TERA M. DANIELS in the original principal amount of $170,000.00; payable as specified therein to GENE H. SMITH and wife, PATRICA C. SMITH.

WILLIAM GUY THOMAS and DONNA P. BOWMAN assume this obligaton both jointly and severally.

WILLIAM GUY THOMAS and DONNA P. BOWMAN further assume all obligations of the Deed of Trust securing said Promissory Note; said Deed of Trust being recorded at Book 9811, page 855, Register's Office for Davidson County, Tennessee.

GENE H. SMITH and wife, PATRICIA C. SMITH agree, for this transaction only to waive the due on sale clause in said Deed of trust and agree to the transfer of the property described in said Deed of Trust to WILLIAM GUY THOMAS and DONNA P. BOWMAN. Said GENE H. SMITH and wife, PATRICIA C. SMITH further agree to the assumption by William Guy Thomas and Donna P. Bowman of the Note and Deed of Trust as set forth above.

By her signature below TERA M. DANIELS acknowledges and agrees to the terms of this agreement and transfers any and all her rights and obligations under said Deed of Trust to WILLIAM GUY THOMAS and DONNA P. BOWMAN.

GENE H. SMITH and wife, PATRICIA C. SMITH agree that upon the

execution and recording of this document the said TERA M. DANIELS shall be released from further liability under the note and deed of trust described above.

THIS 3rd day of NOVEMBER, 1995.

Gene H. Smith
GENE H. SMITH

Patricia C. Smith
PATRICIA C. SMITH

William G Thomas
WILLIAM GUY THOMAS

Donna P Bowman
DONNA P. BOWMAN

Tera M. Daniels
TERA M. DANIELS

5703 11/07 0101 03CHECK 803.55

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, THE UNDERSIGNED, a Notary Public of said County and State, GENE H. SMITH and PATRICIA C. SMITH with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledgd that THEY executed the within instrument for the purposes therein contained.

WITNESS my hand and seal in the State and County written above this 3RD day of NOVEMBER, 1995.

My Commission Expires: 7-27-96

Notary Public
NOTARY PUBLIC

95159-7 [illegible]
FILED
DAVIDSON COUNTY

012051 I

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, THE UNDERSIGNED, a Notary Public of said County and State, WILLIAM GUY THOMAS, DONNA P. BOWMAN and TERA M. DANIELS with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledgd that THEY executed the within instrument for the purposes therein contained.

WITNESS my hand and seal in the State and County written above this 3rd day of NOVEMBER, 1995.

My Commission Expires: 6/1/97

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Donna Bowman
NOTARY PUBLIC

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9852 PG 965

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
211500.00
CON TX 782.55
PRFEE 1.00
WDEED 20.00
TOTAL 803.55
CHECK 803.55

11/07/95 01 10:31 0001 5703

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0120511

95 NOV -7 AM 8:57

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 974313