THIS INSTRUMENT PREPARED BY:

LAWRENCE E. RAMSEY
ATTORNEY AT LAW
507 EAST COLLEGE STREET
DICKSON, TENNESSEE 37055
LTIC 7539

WARRANTY DEED

BOOK 10086 PG 398

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, cash in hand paid by RONNIE UNDERHILL, receipt of which is hereby acknowledged, I, WILLIAM A. UNDERHILL (also known as W.A. UNDERHILL), have bargained and sold, and by these presents do transfer and convey unto the said RONNIE UNDERHILL, his heirs and assigns, a certain tract or parcel of land as follows:

> Land in Davidson County, Tennessee, being Lot No. 31, on the Plan of Riverbend Estates, as shown on plat of record in Plat Book 6900, Pages 504 and 505, amended in Book 7465, Page 833, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being the same property conveyed to W.A. Underhill, by deed from Hillsboro Homes, a Tennessee General Partnership, dated July 31, 1995, and of record in Book 9747, Page 787, in the Register's Office of Davidson County, Tennessee.
>
> This conveyance is subject to the restrictions and reservations of record in Book 7112, Page 481, amended in Book 7308, Page 805; Book 7308, Page 808; Book 7336, Page 15; and Book 7549, Page 893; and subject to all matters as shown by plat of record in Plat Book 6900, Pages 504 and 505, as amended in Book 7465, Page 833, all in the Register's Office of Davidson County, Tennessee, to which reference is hereby made.
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> This conveyance is subject a Storm Water Detention Agreement in Book 7278, Page 822, in the Register's Office of Davidson County, Tennessee.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging, to the said RONNIE UNDERHILL, his heirs and assigns, forever. And I do covenant with the said RONNIE UNDERHILL, that I am lawfully seized and possessed of the said land in Fee Simple; have a good right to convey it, and the same is unincumbered. And I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said land to the said RONNIE UNDERHILL, his heirs and assigns, against the lawful claims of all persons whomsoever.

DEBORAH L. UNDERHILL, spouse of WILLIAM A. UNDERHILL (also known as W.A. UNDERHILL), joins in this conveyance for the purpose of quitclaiming and conveying all right, title and interest she might have in and to the above described property.

WITNESS OUR HANDS, on this 13th day of June, 1996.

WILLIAM UNDERHILL

DEBORAH L. UNDERHILL

STATE OF TENNESSEE
COUNTY OF DICKSON

I, a Notary Public of the State and County aforesaid, certify that the within named bargainor, WILLIAM A. UNDERHILL (also known as W.A. UNDERHILL) and wife, DEBORAH L. UNDERHILL, with whom I am personally acquainted or who were proved on the basis of satisfactory evidence to me to be the persons described in and who executed the foregoing instrument, personally appeared before me and acknowledged under oath that they executed the foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS MY HAND and official seal at office in said County this 13th day of June, 1996.

Linda Pearson
NOTARY PUBLIC

My Commission Expires: 12/21/99

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $20,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Linda Hill
AFFIANT

Sworn to and subscribed to before me this 13th day of June, 1996.

Linda Pearson
NOTARY PUBLIC

My Commission Expires: 12/21/99

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Map 141-12-C-31.00

ADDRESS OF NEW OWNERS AND
SEND TAX BILLS TO:
Mr. RONNIE UNDERHILL
2200 Abbott Martin Rd.
Nashville, Tn. 37215

BOOK 10086 PG 399

0192502
IDENTIFICATION REFERENCE

96 JUN 14 AM 9:11
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

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lessening or impairment of the security covered hereby, or, without the written consent of the holder of the indebtedness, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

Upon the commencement, whether voluntarily or involuntarily, of a bankruptcy proceeding with the Borrowers as debtors, to the extent the Borrowers are permitted under applicable bankruptcy law to cure any delinquent sums owing hereunder, including past due installments, late charges, filing fees, attorneys' fees, insurance premiums and the like, interest shall accrue on any such arrearage as may be outstanding from time to time until fully paid at an annual rate equal to the lesser of the contract rate provided herein or the maximum rate allowed by law. Notwithstanding the foregoing, this provision shall not constitute a waiver by the Lender to insist that the Borrowers comply strictly with the terms hereof, including the payment terms hereof, and shall not be construed either expressly or by implication as affording the Borrowers a right to cure any delinquency or other default hereunder.

Now, if I shall pay the sum(s) aforesaid when due, according to the terms of said note(s), then this instrument is to be of no further force or effect. But if I fail(s) to pay the said sum(s), according to the terms above expressed, then, upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving thirty (30) days' notice, by three weeks publication in a newspaper of general circulation in Davidson County, Tennessee, to sell said property either at the Courthouse door in said County, or upon the premises described above, with the notice of sale so stating, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized t o make a deed to the purchaser. I expressly waive(s) the right of redemption provided by T.C.A. Section 66-8-101 and all other rights of redemption, statutory or otherwise. The creditor may bid at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property and shall only account for net rents received by him.

And I agree(s) to keep all the buildings on said property insured in some reliable fire insurance company or companies for the current insurable value or the balance due on said note, whichever is less, until the sum herein secured is fully paid, and to have the loss made payable on the policy to holder(s) of the above described note(s). I agree(s) to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case I fail(s) to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First--To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.

Second--To pay said debt, or any balance thereof then remaining unpaid.

Third--The residue to be paid to RONNIE UNDERHILL, or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Thomas Hayes, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, we, and all persons holding under us shall be and become the tenants at will of the purchase of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

This 13th day of June, 1996. BOOK 10086 PG 402

Ronnie Underhill

RONNIE UNDERHILL

0192503

IDENTIFICATION REFERENCE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

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