QUITCLAIM DEED

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PICK-UP

This instrument was prepared by:
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DODSON, PARKER & BEHM
306 Gay Street, Fourth Floor
P. O. Box 198806
Nashville, TN 37219-8806
(615) 254-2291

BOOK 10315 PG 898

ADDRESS OF NEW OWNER	SEND TAX BILLS TO:	MAP-PARCEL #
Jerry Vandiver 1702 Sharpe Avenue Nashville, TN 37206	Same	MAP 83-1 PARCEL 360

AFFIDAVIT

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

3488 01/09 0101 03CHECK 16.00

The undersigned, after being first duly sworn according to law, does make oath and affirm that this Quitclaim Deed was executed and delivered in accordance with the terms of a Divorce Decree, in that certain case styled PAMELA GRACE CLAYBAKER VS. JERRY HERBERT VANDIVER, Civil Action No. 96D-2380, Fourth Circuit Court of Davidson County, Tennessee, and that there was no other consideration given for the transfer.

Jerry H Vandiver
Affiant

Sworn to and subscribed before me, this the 9th day of January, 1997.

Notary Public

My Commission Expires: ANDREA COUNTON

FOR AND IN CONSIDERATION OF the sum of Zero Dollars ($0.00), and in accordance with the terms and conditions of the Divorce Decree in that certain case styled PAMELA GRACE CLAYBAKER VS. JERRY HERBERT VANDIVER, Civil Action No. 96D-2380, Fourth Circuit Court of Davidson County, Tennessee, Pamela G. Claybaker has bargained and sold, and by these presents does transfer, quitclaim and convey unto the said Jerry H. Vandiver, his heirs, successors, and assigns, all of her right, title and interest in and to that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Located in Nashville, County of Davidson, State of Tennessee, to-wit:

Being all of Lot No. 24 and the easterly 2 feet of Lot No. 23 on the Plan of J.B. Hancock's Addition to East Nashville, as of record in Book 57, Page 133, Register's Office for Davidson County, Tennessee.

Said Lot No. 24 and the easterly 2 feet of Lot No. 23 front together 45 feet on the southerly side of Sharpe Avenue and run back between parallel lines and with the westerly margin of 14th Street 135 feet, more or less to an alley in the rear and show 45 feet on said alley.

This conveyance is made subject to the following:

1. 1993 Metro Davidson County taxes.
2. Survey set out an encroachment of a chain link fence, wood rail fence, and concrete walk into right of way.

Being the same property conveyed to Jerry H. Vandiver and wife, Pamela G. Claybaker by deed from Secretary of Veteran Affairs, an Officer of the United States of America of record in Book 8764, Page 661, 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 Jerry H. Vandiver, his heirs, successors and signs, forever.

Witness my hand this the 18th day of October, 1996.

Pamela G. Claybaker
PAMELA G. CLAYBAKER

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, [illegible], a Notary Public for said County and State, PAMELA G. CLAYBAKER 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, this the 18th day of October, 1996.

[illegible]
Notary Public

L. GILMORE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: 1/26/98

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FORM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

General Electric Capital Corporation
4680 Hallmark Parkway
San Bernardino, CA 92407-1834

BOOK 10315 PG 900

ATTACHMENT A

PROPERTY ADDRESS: 1134 SHARPE AVENUE
CITY AND STATE: NASHVILLE, TN 37206
LOAN NUMBER: 2140034030
LH NUMBER: VA VENDEE

ASSUMPTION AGREEMENT
AND
RELEASE OF LIABILITY
BY THE DEPARTMENT OF VETERANS AFFAIRS

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 Security Deed dated 10/20/92, executed by the Sellers (s), recorded in the Office of the Recorder of DAVIDSON County, State of TN, in Deed Book 8764, Page 664, Document ____, Recorded 10/22/92, which was given to secure a promissory note in the sum of $ 37,500.00. That said note and Security Deed were executed by the Seller (s) in favor of VA VENDEE 1993-1, and the loan which said note and Security Deed 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 (s) and agree (s) to pay the indebtedness evidenced by that promissory note, as modified or extended before this date, and to be bound by all of the terms, provisions, and obligations contained in said Security Deed and the note secured thereby. Purchaser (s) also hereby assume (s) the obligations of the Veteran, under the terms of the instruments creating the loan to indemnify the United States to the extent of any claim payment arising from the quaranty of the indebtedness above mentioned.

In consideration of the foregoing recital and the incurrences or assumptions of liabilities in accordance with the foregoing provisions of this instrument by the Purchaser (s), the Secretary of Veterans Affairs releases the veteran Seller (s) from any and all personal libaility to the Department of Veterans Affairs derived through said Secretary by indemnification and subrogation arising out of the guaranty of said loan.

This release shall not impair or adversely affect the rights or remedies of the present or future holder of said indebtedness.

General Electric Capital Corporation
4680 Hallmark Parkway
San Bernardino, CA 92407-1834

The Seller (s) and Purchaser (s) hereto have signed and sealed this instrument, with intent to be legally bound, this the _____ day of _____ 19__

Signed, sealed and delivered
in the presence of:

Pamela G. Claybaker (SEAL)
SELLER PAMELA G. CLAYBAKER

_____ (SEAL)
~~SELLER C/O HILLSBORO ANIMAL HOSPITAL~~ PC

Notary Public My Commission Expires
Affix Seal Jan. 20, 1999

Signed, sealed and delivered
in the presence of:

Jerry H. Vandiver (SEAL)
PURCHASER JERRY H. VANDIVER

_____ (SEAL)
PURCHASER

Notary Public
Affix Seal

BOOK 10315 PG 901

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