BOOK 11023 PAGE 454

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THIS INSTRUMENT PREPARED BY:
Philip E. Smith, Attorney
213 Third Avenue, North
Nashville, Tennessee 37201

ADDRESS NEW OWNER:

Kye Paul Kennedy
2911 Dobbs Avenue
Nashville, TN 37211

SEND BILLS TO:

Same

MAP-PARCEL NO.:119-14 20

4449 07/16 0101 03CHECK 10.00

QUITCLAIM DEED

For no monetary consideration and pursuant to the terms and conditions of a decree of absolute divorce rendered by the Fourth Circuit Court of Davidson County, Tennessee, bearing Docket No. 98D-1215, and styled Cosette Collier Kennedy v. Kye Paul Kennedy. I, Cosette Collier Kennedy, do hereby quitclaim and convey unto Kye Paul Kennedy, his heirs and assigns, all my right, title and interest in and to certain real property in Davidson County, Tennessee, and more particularly described as follows:

LAND in Davidson County, Tennessee, begin Lot No. 15 of Block, "E" on the plan of Woodbine Courts, Part 1, as of record in Book 1130, page 39, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for more complete and accurate legal description.

Being the same property conveyed to Jerry W. Manes by deed from Rick R. Alcala and wife, Dorothy Alcala, of record in Book 8210, page 100, Register's Office for Davidson County, Tennessee

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes; (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.

Cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, a part of which is the assumption of one certain trust deed dated December 14, 1993 and filed for record in the office for the Register of Deeds of Davidson County, Tennessee in Book 9207, page 106 and note of even dated thereby secured, in the original principal amount of $65,024.00 payable to Freedom Mortgage Corporation, assigned to Resource Bancshares Mortgage Group, Inc. in Book 9207, page 112, which debt the grantee herein assumes and agrees to pay as part of the purchase price.

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 Jerry W. Manes to Freedom Mortgage Corporation which deed of trust is recording in the office of Davidson County, Tennessee in Book 9207, page 106 and note of even date thereby secured, in the original principal amount of $66,024.00 payable to Freedom Mortgage Corporation. And for the same consideration Grantees hereby assume the obligations of Jerry W. Manes, 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 37 of the United States Code, and supersedes any State or local law barring or limiting deficiencies following foreclosure of real property.

Being the same property conveyed to Kye Paul Kennedy and wife Cosette Collier Kennedy at Book 9453 Page 612 Davidson County Register of Deeds.

And now, I, Cosette Collier Kennedy, do hereby quitclaim and convey unto Kye Paul Kennedy, his heirs and assigns, all interest which I may have in the property hereinabove described, and to which reference is here made, and said property interest is conveyed subject to the same litigations, restriction and encumbrances as may effect the premises.

In witness whereof, I have set my name this 13th day of July, 1998.

COSETTE COLLIER KENNEDY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named Cosette Collier Kennedy, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this the 13th day of July, 1998.

Notary Public

Commission Expires: My Commission Expires MAY 27, 2001

The actual consideration of value, whichever is greater for this transfer is $ -0-

Affiant

Subscribed and sworn before me on this the _____ day of _____, 1998.

Notary Public

Commission Expires: _____