This instrument was prepared by R. Mitchell Ross of the law firm of Rudolph, Ross, Fendley & Hogan, 107 North Third Street, Post Office Box 925, Clarksville, Tennessee 37041-0925.

MAIL TAX STATEMENTS TO:

Burkhart & Ziolkowski, L.L.C.
P. O. Box 30127
Clarksville, TN 37040

OWNER AND PROPERTY ADDRESS:

Burkhart & Ziolkowski, L.L.C.
5805 Old Hickory Blvd
Hermitage, TN 37076

Instr:200002290019676 Page: 1 OF 4
REC'D FOR REC 02/29/2000 12:01:35PM
RECORD FEE: $19.00
M. TAX: $0.00 T. TAX: $1480.00

097-00-0 098.00 & 143.00

AUBREY TODD HARVEY

TO: ASSUMPTION DEED

BURKHART & ZIOLKOWSKI, L.L.C.

FOR THE CONSIDERATION stated in this deed, **AUBREY TODD HARVEY** as **Grantor** and in this deed called **"Grantor"**, has bargained and sold, and does hereby sell, transfer and convey unto **BURKHART & ZIOLKOWSKI, L.L.C.**, as **Grantee** and in this deed called **"Grantee"**, in fee simple absolute, **Grantee's** successors and assigns forever, all **Grantor's** right, title and interest in and to the following described real estate, together with any and all improvements located on the real estate, situated in the Fourth (4th) Civil District of Davidson County, Tennessee, to-wit:

BEGINNING at a concrete monument found at the intersection of the westerly right of way of Old Hickory Boulevard and the southeasterly corner of Tennessee Department of Transportation property as shown on project number IR-40-5(106)221, thence leaving Tennessee Department of Transportation property and with said right of way of Old Hickory Boulevard, south 30 degrees 07 minutes 07 seconds east, 197.44' to an iron pin set (IPS) at the intersection of the westerly right of way of Old Hickory Boulevard and the northerly right of way of Mill Road; thence leaving Old Hickory Boulevard and with the right of way of Mill Road the following calls: north 89 degrees 38 minutes 40 seconds west, 85.05' to an IPS; south 29 degrees 46 minutes 00 seconds east, 41.82' to an IPS; with a curve to the right, said curve having a radius of 100.00', a delta of 89 degrees 39 minutes 23 seconds, a length of 156.48', and a chord bearing and distance of north 74 degrees 56 minutes 19 seconds west, 141.00' to an IPS; north 30 degrees 07 minutes 07 seconds west, 200.00' to an IPS in the southerly line of said Tennessee Department of Transportation property, thence leaving Mill Road and with the Tennessee Department of Transportation property, south 89 degrees 07 minutes 32 seconds east, 201.75' to the point of beginning. Containing 0.90 acres or 39,266 square feet, more or less, as surveyed by Arrowhead Survey on June 29, 1998.

This being real estate conveyed to **Grantor** by deed of record in Book 11680, Page 807, RODCT. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Davidson County, Tennessee is 97-98 and 97-143.

Cindy C. Harvey joins herein to convey any interest which she might have in the subject real estate, by virtue of her marriage to Aubrey Todd Harvey.

TO HAVE AND TO HOLD this real estate, together with all improvements located on this real estate, unto **Grantee**, in fee simple absolute, **Grantee's** successors and assigns forever.

SUBJECT to Easements of record in Book 4005, Page 596; Book 4499, Page 618, and Book 7642, Page 703, RODCT, **GRANTOR COVENANTS** that **Grantor** is lawfully seized and possessed of the real estate; that **Grantor** has a good and lawful right to convey the same; that this real estate is unencumbered, **EXCEPT AS SET OUT BELOW AND SUBJECT THERETO**; and, that **Grantor** will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE CONSIDERATION for this conveyance is as follows:

1. A cash consideration this day in hand paid by **Grantee** to **Grantor** the receipt of which is hereby acknowledged.

2. The assumption by **Grantee** of one certain deed of trust dated September 28, 1999 and placed of record on September 29, 1999, in Book 11680, Page 811, RODCT, executed by Aubrey Todd Harvey and wife, Cindy C. Harvey, conveying the real estate therein described to Ronald W. Sleigh, Trustee, (the **"Deed of Trust"**), and note bearing the same date secured by the **Deed of Trust** in the original principal amount of $400,000.00 (the **"Note"**), payable to the order of Union Planters Bank, National Association (the **"Mortgagee"**), which **Note Grantor** warrants is in a current condition and **Grantee** assumes and will pay as part payment of the purchase price beginning with the payment due 1/28/00. **Grantor** warrants that the escrow account, if any, held in connection with such loan is in a current condition and such is transferred to **Grantee**.

3. The agreement of **Grantee**, as evidenced by **Grantee's** signature on this deed, to assume and pay the present balance owing on the **Note** and to adhere and fully comply with all terms, matters, provisions and conditions of the **Note** and **Deed of Trust**, forever saving and holding **Grantor** harmless from making any further payments on the **Note** or under the **Deed of Trust**.

IN THE EVENT the **Deed of Trust** secures a loan which is guaranteed by the Veterans Administration, then **Grantee** does hereby assume the obligations of **Grantor** and the original mortgagor(s), if different than **Grantor**, under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim for payment arising from the guaranty or insurance of the **Note**.

IN THE EVENT **Grantee** defaults in any monthly payment of the **Note** owing to the **Mortgagee** or its assigns, which **Note** and **Deed of Trust** have been assumed by **Grantee** as stated above, notice will be given at once to **Grantor** and **Grantor** will have the right, but not the obligation, to make such monthly payments on behalf of **Grantee**. Any such payments made by **Grantor** for **Grantee** will become secured by a lien on the real estate conveyed in the **Deed of**

Trust; and, if such payments are not reimbursed to **Grantor** within thirty (30) days, **Grantor** may proceed to foreclose said lien in the manner prescribed by law, bid at sale and make a deed free and clear of all equity of redemption, the statutory right of redemption as provided for in Tennessee Code Annotated Section 66-8-101, et seq., and all other equities, rights and exemptions of every kind which are expressly waived by **Grantee**. The lien of this provision will not be effective as to any purchaser of the property without notice unless notice of said lien is filed for record in the Office of the Register of Deeds for Davidson County, Tennessee. The proceeds of such sale will be applied to (1) the cost of the sale, including reasonable attorney's fees, (2) the amount due **Grantor** and (3) the balance, if any, being paid to **Grantee**.

POSSESSION of the real estate will be given to **Grantee** upon execution and delivery of this deed.

THE REAL ESTATE AD VALOREM TAXES for the current year will be prorated between the parties.

IN WITNESS WHEREOF, Grantor and **Grantee** have executed this instrument on this the 26th day of January, 2000.

GRANTOR:

Aubrey Todd Harvey

Aubrey Todd Harvey

Cindy C. Harvey

Cindy C. Harvey

GRANTEE:

Burkhart & Ziolkowski, L.L.C.

By: _____
Jeffrey D. Burkhart, Chief Manager

By: _____
Dennis B. Ziolkowski, Member

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for said State and County, **Aubrey Todd Harvey and wife, Cindy C. Harvey**, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained on this the 26th day of January, 2000.

Donna R. Newcomb
NOTARY PUBLIC **SEAL**

My Commission Expires:
11-17-01

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **Jeffrey D. Burkhart and Dennis B. Ziolkowski**, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purposes there contained, and who further acknowledged that they are the Chief Manager **and Member** of **Burkhart & Ziolkowski, LLC** (herein called the **"Maker"**), or a constituent of the **Maker** and are authorized by the **Maker** or by its constituent, the constituent being authorized by the **Maker**, to execute this instrument on behalf of the **Maker** on this 26th day of January, 2000.

Donna R. Newcomb
NOTARY PUBLIC **SEAL**

My Commission Expires:
11-17-01

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

As required by Tennessee Code Annotated Section 67-4-409 (a)(6)(A), the undersigned being the **Grantee**, the **Grantee's** agent or a trustee acting for the **Grantee**, after first being duly sworn, makes oath that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $400,000.00.

SWORN AND SUBSCRIBED TO before me on this the 26th day of January, 2000.

Donna R. Newcomb
AFFIANT

Donna R. Newcomb
NOTARY PUBLIC **SEAL**

Commission expires: 11-17-01

burkhart.asm