BILL GARRETT, Davidson County
Trans:T20140024566 DEEDWARR
Recvd: 04/11/14 09:27 3 pgs
Fees:18.00 Taxes:266.57
20140411-0030375

New Owner:
Ivan and Rachel Herrera
510 Thomas Jefferson Circle
Madison, TN 37115

This Instrument Prepared By:
Jackson & Associates PC
3326 Aspen Grove Drive, Suite 400
Franklin, TN 37067

Send tax bills to:
New Owner

Map/parcel: 034-05-0-A-034.00 CO

Warranty Deed To Secure Assumption

Date: March 19, 2014

Grantor[s]: Brenda Gaughf

Grantor's Mailing Address: 510 Thomas Jefferson Circle, Madison TN 37115

Grantee: Ivan Herrera and Rachel Herrera

Grantee's Mailing Address: 510 Thomas Jefferson Circle, Madison, TN 37115

Consideration: Cash and Grantee's agreement to pay according to the terms thereto, the unpaid principal and earned interest of a promissory note in the original amount of $82,000.00 secured by a deed of trust recorded in the Real Property Records of Davidson County, Tennessee at Instrument 20050211-0016121. The current balance of the loan is approximately $72,045.28.

As further consideration, Grantee promises to keep and perform all the covenants and obligations of the grantor[s] named in that deed of trust and to indemnify, defend, and hold Grantor[s] harmless from any loss, attorney's fees, expenses or claims attributable to breach or default of any provision of this agreement by Grantee.

Property (including any improvements):

Land in Davidson County, Tennessee, being Unit No. 34 on the Plan of Monticello Manor, of record in Plat Book 6250, page 551, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Brenda Gaughf on June 26, 2000 by deed from Clive P. Adams and Connie J. Peabody, husband and wife, filed for record on June 29, 2000 in Instrument No. 20000629-0064534, Register's Office for Davidson County, Tennessee.

Improved property commonly known as: 510 Thomas Jefferson Circle, Madison TN 37115

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, including any liens or deeds of trust appearing of record on this property in the property records of the county in which the property is located, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay. Additionally, Grantor assigns to Grantee all funds on deposit with any person or lender for payment of taxes and insurance premiums.

This conveyance is also made subject to the prior lien securing a promissory note in the original amount of $82,000.00 secured by a deed of trust recorded in the Real Property Records of Davidson County, Tennessee, at Instrument # 20050211-0016121. The current balance of the loan is approximately $72,045.28 ("Underlying Lien").

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Witness my hand and seal on this 19th day of March, 2014.

BRENDA GAUGHF

By: Delsa Carter, P.O.A.

Brenda Gaughf
By: Delsa Carter, her attorney in fact

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, DELSA CARTER, with whom I am personally acquainted (or who proved identity with satisfactory evidence), and who acknowledged that she is the Attorney In Fact for BRENDA GAUGHF, Seller, and that she executed the within instrument on behalf of Brenda Gaughf for the purposes therein contained as her free act and deed.

Witness my hand, at office, this 19TH day of March, 2014.

My commission expires:

_____

Notary Public

M. TODD JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires July 26, 2015

The actual consideration or value, whichever is greater, for this transfer is $72,045.28.

AFFIANT

Sworn to and subscribed to before me this the 19th day of March, 2014.

NOTARY PUBLIC

My commission expires:_____

M. TODD JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires July 26, 2015