TAX MAP NO.:

DEED BETWEEN HUSBAND AND WIFE

Pursuant to Section 58.1-810(3)

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 199\_\_, by and between and , husband and wife, as tenants by the entirety with common law right of survivorship, Party of the First Part; and , as and for his sole and separate equitable estate, Party of the Second Part;

W I T N E S S E T H

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, receipt of which is hereby acknowl­edged, the Party of the First Part does hereby convey with GENERAL WARRANTY OF TITLE unto the Party of the Second Part, as and for his sole and separate equitable estate, for his sole and separate use and benefit, free from any control, marital rights, dower rights, or inchoate dower rights of any present or future wife, all of which are expressly excluded, and with the full and complete power in and toward the said Grantee to convey, encum­ber, devise and otherwise dispose of and deal with the herein described parcel or lot of land without the necessity of joinder by and with any present or future wife, all that certain lot or parcel of land, with improvements thereon, situate in the County of , Commonwealth of Virginia, and more particularly described as follows:

AND BEING the same property acquired by the Party of the First Part by Deed recorded in Deed Book at Page among the land records of County, Virginia.

This conveyance is made subject to the restrictions and conditions contained in the deeds forming the chain of title to this property.

This conveyance is specifically made subject to a Deed of Trust to dated and recorded in Deed Book at Page , securing the principal sum of $ . Said Deed of Trust has a current outstanding principal balance of approximately $ . The Party of the Second Part, as evidenced by (his, her) signature below, hereby assumes this indebtedness as a part of this convey­ance and agrees to indemnify, defend and hold harmless the Party of the First Part from any liability under said indebtedness.

The Party of the First Part covenants that they have the right to convey the said property; that they have done no act to encumber same; that the Party of the Second Part shall have quiet possession thereof, free from all encumbrances unless otherwise referenced herein; and that the Party of the First Part shall execute any further assurances of title as may be requisite.

WITNESS the following signatures and seals:

(SEAL)

(SEAL)

Commonwealth of Virginia:

County of , to-wit:

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County of , to-wit:

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_