# TRUSTEE'S DEED

WHEREAS, default having occurred in the payment on indebtedness described in, and secured by, deed of trust dated April 2, 1962, executed by Walter Henry and wife, Thelma Jean Henry, to the undersigned, William S. Hofstetter, Trustee, of record in Book 3380, page 130, Register's Office for Davidson County, Tennessee; and the owner of said indebtedness having, in accordance with the provisions of said deed of trust, declared the entire indebtedness due and payable, having been by said owner requested so to do, I, William S. Hofstetter, Trustee, by virtue of the power and authority vested in me as such Trustee by the provisions of the said deed of trust, did, after causing notice of the sale to be duly and regularly published as required by said deed of trust and as required by the laws of the State of Tennessee, said notice or advertisement having been published in the Nashville Record, a newspaper published in Davidson County, Tennessee, offer for sale, at public outcry, at the front door of the Court House in Nashville, Davidson County, Tennessee, at 12:00 o'clock Noon on Friday, July 12, 1963, to the highest bidder for cash, and free from the equity of redemption, homestead, dower and all other exemptions which are expressly waived in said deed of trust, the parcel of real estate conveyed to me as such Trustee by said deed of trust; and the bid of Five Hundred and 00/100 ($500.00) Dollars therefor made by Evans-Hailey Company, Inc., a Tennessee corporation, being the highest bid received, said property was struck off and sold to the said Evans-Hailey Company, Inc.

NOW, THEREFORE, I, WILLIAM S. HOFSTETTER, TRUSTEE, by virtue of the power and authority aforesaid, and in consideration of the premises and of the said sum of Five Hundred and 00/100 ($500.00) Dollars, cash in hand to me paid by Evans-Hailey Company, Inc., the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do transfer and convey unto the said Evans-Hailey Company, Inc., its (successors) ~~xxxxxx~~ and assigns, the aforementioned parcel of real estate located in Davidson County, Tennessee, described as follows:

> Being Lot No. 31 on the Plan of S. A. Champion's Subdivision of certain lots in the Harding Addition, as of record in Book 161, page 132, Register's Office for said County.
> Said Lot No. 31 fronts 50 feet on the easterly side of 22nd Avenue North, formerly Champion Avenue, and runs back between parallel lines 154.7 feet to an alley.
> Being the same property conveyed to Walter Henry and wife, from Ewing O. Harper, Jr. and wife, by deed of record in Book 3136, page 390, said Register's Office.

TO HAVE AND TO HOLD the said parcel of real estate, together with the title, estate, interest, and appurtenances thereto belonging to the said Evans-Hailey Company, Inc., its (successors) ~~xxxxxx~~ and assigns.

And I further transfer and convey unto the said Evans-Hailey Company, Inc., its (successors) ~~xxxxxx~~ and assigns, all the rights and benefits to the covenants and warranties contained in the said deed of trust insofar as I, William S. Hofstetter, Trustee as aforesaid, can legally do, but no further and not otherwise.

Said property was advertised and sold subject to the unpaid balance on promissory note for $4,150.00 payable to order of E. O. Harper, Jr., now held by Fidelity Federal Savings & Loan Association, and secured by lien retained in said deed, of record in Book 3136, page 390, said Register's Office; also subject to lien of unpaid balance on judgment as set forth in decree of record in Minute Book 73, page 5, Chancery Court, Part II, for Davidson County, Tennessee, awarding W. G. Bush & Company et al and Evans-Hailey Company, Inc. judgments against said Walter Henry for $1,109.59 and $1,213.65, respectively; and also subject to any and all unpaid taxes.

WITNESS my hand this 12th day of July, 1963.

William S. Hofstetter
TRUSTEE