BOOK 4367 PAGE 785 FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 19,951.05

Ira Haley Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF September, 1969.

J K Reed
Notary Public

MY COMMISSION EXPIRES: My Commission Expires Feb. 7, 1973
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY.
Percy Wilkins, Jr., Attorney, 633 Stahlman Building, Nashville, Tenn.
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ira Haley, Jr. (NAME)	Murphree Mortgage Company (NAME)	5D 04228
3811 Briarcliff Court (STREET ADDRESS OR ROUTE NUMBER)	226 Third Avenue, North (STREET ADDRESS)	Map 148-5
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. (CITY) (STATE) (ZIP)	Par 71

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, BRENTWOOD CENTER REALTY CO., INC.

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO IRA HALEY, JR. AND WIFE, JOSEPHINE L. HALEY

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

LAND in Davidson County, Tennessee, being Lot No. 34 on the Plan of Hillbrook, Section 2, as of record in Book 3300, page 12, Register's Office for Davidson County, Tennessee.

SAID Lot No. 34 fronts 70 feet on the southerly margin of Briarcliff Court and runs back 235.2 feet on the westerly line and 187.4 feet on the easterly line to a line in the rear on which it measures 127 feet.

BEING the same property conveyed to Brentwood Center Realty Co., Inc. by deed from Woody D. Fowler and wife, Mildred R. Fowler of record in Book 4361, page 628, Register's Office for Davidson County, Tennessee.

IT IS understood and agreed that part of the consideration for the transfer of this property is the agreement of the grantees to assume the unpaid balance of a note secured by a first mortgage deed of trust to Murphree Mortgage Co. of record in Book 3384, page 389, Register's Office for Davidson County, Tennessee, and also that the escrow account in connection with the aforesaid deed of trust is hereby transferred to said Grantees.

This is { unimproved ( ) / improved (X) } property, known as 3811 Briarcliff Court, Nashville, Tennessee
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 17th day of September, 1969

BRENTWOOD CENTER REALTY CO., INC.

By: George H Diethorn
George H. Diethorn, President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____ 19__

Commission expires _____ _____ Notary Public

STATE OF TENNESSEE
Davidson County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared George H. Diethorn with whom I am personally acquainted and who upon (his oath) acknowledged (himself) to be the President of the Brentwood Center Realty Co., Inc. the within named bargainor, a corporation, and that (he) as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said George H. Diethorn as such President.

Witness my hand and official seal at office at Nashville, Tennessee on this the 17th day of September, 19 69

My commission expires 12-12-72 _____ Notary Public

WARRANTY DEED

FROM

BRENTWOOD CENTER REALTY CO., INC.

TO

IRA HALEY, JR. ET UX

A 55301

IDENTIF. REFERENCE

SEP 24 4 16 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP 24 69	CONV	19,951.05			
SEP 24 69	S'TAX		A*	52.00	
SEP 24 69	PR'FEE		A*	.50	
SEP 24 69	W'DEED		A*	3.00	* 55.50

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

PERCY WILKINS JR.
ATTORNEY-AT-LAW
633 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

BOOK 4367 PAGE 787

THIS INSTRUMENT PREPARED BY:
PERCY WILKINS, JR. ATTY.
633 STAHLMAN BLDG.
NASHVILLE, TENN. 37201

For and in Consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, IRA HALEY, JR. AND WIFE, JOSEPHINE L. HALEY have this day bargained and sold, and do hereby transfer and convey, to Percy Wilkins, Jr. Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

LAND in Davidson County, Tennessee, being Lot No. 34 on the Plan of Hillbrook, Section 2, as of record in Book 3300, page 12, Register's Office for Davidson County, Tennessee.

SAID Lot No. 34 fronts 70 feet on the southerly margin of Briarcliff Court and runs back 235.2 feet on the westerly line and 187.4 feet on the easterly line to a line in the rear on which it measures 127 feet.

BEING the same property conveyed to the grantors herein by deed from Brentwood Center Realty Co., Inc. which is being placed of record with this instrument.

THIS CONVEYANCE is made subject to a first mortgage deed of trust secured to Murphree Mortgage Company of record in Book 3384, page 389, Register's Office for Davidson County, Tennessee. It is understood and agreed that a default in payment on said first mortgage may be considered a default in payment on this obligation and give rise to all the rights provided herein.

SEP 24 68	MORT'G	*5,100.00				
SEP 24 68	ST'TAX		A*	3.10		
SEP 24 68	PR'FEE		A*	.50		
SEP 24 68	T'DEED		A*	3.00	*	6.60

To Have and to Hold said property to the said Percy Wilkins, Jr. Trustee, and his successor in trust, forever. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property to the said Percy Wilkins, Jr. Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.
But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

TO SECURE and make certain the payment of two promissory notes of even date herewith executed by the grantors, and payable to Brentwood Center Realty Co., Inc., the first in the principal sum of $1,500.00, bearing no interest, payable in sixty (60) days from date; the second in the principal sum of $3,600.00, at eight (8%) percent interest, in monthly installments of $73.00, beginning October 1, 1969, with a final installment due September 1, 1974.

Now if the grantors shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 30 days' notice, by three publication in a newspaper of general circulation in Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And we agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. We agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case we fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:
First—To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to the grantors or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Percy Wilkins, Jr., Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said grantors and all persons holding under them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 17th day of September, 19 69

X Ira Haley Jr.
Ira Haley, Jr.

✓ Josephine L. Haley
Josephine L. Haley

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named IRA HALEY, JR. ~~AND WIFE, JOSEPHINE L. HALEY~~

the bargainor~~s~~, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of September, 19 69

My Commission Expires Feb. 7, 1973

Commission Expires 2-7-71

J. K. Read, Notary Public.

State Of Indiana

County of Warren

Personally appeared before me, The Undersigned, a Notary Public in and for said County and State, the within named Josephine L. Haley

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 Williamsport, this 22, day of Sept, 1969

Mary Hoppes, Notary Public

Commission Expires 1-17-73

DEED OF TRUST

FROM

IRA HALEY, JR. ET UX

TO

PERCY WILKINS, JR., TRUSTEE

Attorneys Title Company
Title Guaranteed

A 5 5 3 0 2

IDENTIF. REFERENCE

SEP 24 4 17 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

PERCY WILKINS JR.
ATTORNEY-AT-LAW
633 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201