FRANK E. McCOWN, SR.

TO: DEED

EDWARD A. ROBERTSON III

Map. 93-12
Par. 312-313 PO

This Instrument Prepared by
E. A. ROBERTSON
of the firm of
GOODLETT, PEAY, & HURT
308 So 2nd Street
Clarksville, Tenn. 37040

BOOK 1463 PAGE 953

THIS DEED OF REALTY executed as of the date mentioned below by the Grantor, FRANK E. McCOWN, SR., a widower, to the Grantee, EDWARD A. ROBERTSON III,

W I T N E S S E T H

THE GRANTOR has this day bargained and sold and does hereby transfer and convey unto the Grantee all his right, title and interest (being a 1/4 undivided interest) in and to the following described real estate situated in the City of Nashville, Davidson County, Tennessee, to wit:

Lots 1 and 2 in Isaac Paul's Elysian Grove plan of lots of record in Book 1, page 134, Chancery Court Clerk and Master's Office for Davidson County, Tennessee.

Said Lot 1 fronts 50 feet on the west side of Second Avenue South (formerly Market Street) and runs back between parallel lines with the south margin of Petway Street or Hill's Alley 135 feet, more or less, to an alley in the rear.

Said Lot 2 fronts 50 feet on the west side of Second Avenue South and runs back between parallel lines 139 1/2 feet, more or less, to an alley.

This is the same property devised to the Grantor by Vivian R. McCown by will probated 6 March 1968 and of record in Will Book 90, page 245, Davidson County Court Clerk's Office. The said Vivian R. McCown acquired a 1/4 interest in the property by devise from her mother, Mary A. Robertson, who died in Williamson County, Tennessee, in 1966. Mary A. Robertson acquired the property by devise from her husband, E. A. Robertson, Sr., who died in Davidson County, Tennessee, in 1949. The said E. A. Robertson, Sr. acquired the property by deeds of record in Deed Book 712, page 575, and Deed Book 1345, page 309, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE is made subject to existing leases to Feldkircher, Bowers, and Linville and to a demolition lien in the approximate amount of $465.00 recorded in Lien Book 4033, page 329, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate unto the said EDWARD A. ROBERTSON III and to his heirs and assigns forever.

mail deed to:
Edw. A. Robertson III
308 S. 2nd St.
Clarksville, Tennessee
37040

mail tax bills To:
E. A. Robertson Jr.
Rt. 7, Spencer Creek Rd.
Franklin, Tennessee

THE GRANTOR COVENANTS that he is lawfully seized and possessed of said real estate, has a perfect right to convey the same, that it is unencumbered except as mentioned above and that he will forever warrant and defend the title unto the Grantee, his heirs and assigns forever against all lawful claims.

THE CONSIDERATION for this conveyance is (1) $3750, cash in hand paid, the receipt of which is hereby acknowledged; and (2) the execution of a note payable to the order of the Grantor in the sum of $3750, said note being payable on 1 April 1971 with interest from date at 6% per annum.

A LIEN is expressly retained on the property herein conveyed to secure the payment of said note and the Grantee does hereby agree to keep taxes paid before penalties accure thereon, and to keep the property insured for its full insurable value against loss from fire and wind in some reputable fire insurance company licensed to do business in the State of Tennessee; and should the Grantee fail to do so, the legal holder of such note may pay such sums, and any sums so expended shall be secured and collectible the same as any part of this debt.

NOW IF THE GRANTEE should fail to pay the note according to its terms, and/or fails to pay taxes, keep the property insured, or fails to reimburse the holder of the notes for all such sums so expended by him within thirty (30) days from date of such payment, then at the option of the holder, said notes may thereupon be declared due and collectible at once without notice and the holder of said notes is hereby authorized upon giving twenty (20) days notice by three publications in any newspaper published in Davidson County, Tennessee, or by such other method as may be prescribed by the laws of the State of Tennessee, to sell such property at the Courthouse in Davidson County, Tennessee, at public out-cry for cash to the highest bidder, free from equity of redemption, dower, homestead, and all other equities of every kind which are hereby waived in event of such sale, and the holders of said notes are authorized to execute and deliver a deed conveying the property to them the same as any other purchaser.

IN EVENT OF A SALE HEREUNDER, the Grantee will at once become tenant at will of the purchaser and agrees to surrender possession peacefully upon demand, or possession may be gained by the writ of unlawful detainer.

IF SOLD HEREUNDER, proceeds of such sale shall be applied first to the payment of all expenses incidental to the enforcement of this lien, including reasonable attorney's fee for the collection of the notes, enforcement of the lien and any litigation; then to the payment of any taxes; then to the payment of said notes and the balance, if any, to be paid to the Grantee as his interest may appear.

TAXES for 1970 will be assumed by the Grantee, but Grantor hereby transfers to the Grantee his share of the reserve for 1970 taxes which has been accumulated out of the income of the property by its manager, E. A. Robertson, Jr. Insurance will be prorated as of 1 December 1970, and possession will be granted on that date.

IN WITNESS WHEREOF, the parties have hereunto signed this 2nd day of December, 1970.

198037

IDENTIF. REFERENCE

DEC 2 12 59 PM '70

REGISTER DAVIDSON COUNTY, TENN.

Frank E. McCown Sr. GRANTOR

Edward A. Robertson III GRANTEE

STATE OF TENNESSEE
DAVIDSON COUNTY

DEC-2 CONV *7,500.00
DEC-2 S'TAX A* 19.50
DEC-2 PR'FEE A* .50
DEC-2 W'DEED A* 4.50 * 24.50

Personally appeared before me, the undersigned Notary Public in and for said State and County, FRANK E. McCOWN, SR. and EDWARD A. ROBERTSON III, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, at office, this 2 day of December, 1970.

Martha Hughes NOTARY PUBLIC

COMMISSION EXPIRES JANUARY 26, 1971

STATE OF TENNESSEE, MONTGOMERY COUNTY

My Commission Expires

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 7500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale. Affiant Edward A. Robertson III

Subcribed and sworn to before me this the 2 day of Dec 1970

Martha Hughes

COMMISSION EXPIRES JANUARY 26, 1971