FROM:

Lavonia M. Smith

TO:

John D. Stamps

THIS INSTRUMENT PREPARED
BY RICHARD E. RUDESILL
ATTORNEY AT LAW
3706 Nolensville Road
Nashville, Tennessee 37211

ADDRESS NEW OWNER AS FOLLOWS | SEND TAX BILLS TO: | MAP-PARCEL NUMBER

John D. Stamps
2518 Smith Springs Road
Nashville, Tennessee

S A M E

BOOK 1492 PAGE 603

Map 135
Parcel 203

(FOR REGISTER'S USE)

B 10605

IDENTIF. REFERENCE

APR 12 10 03 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value, whichever is greater, for this transfer is $42,000.00.

AFFIANT

Sworn to and subscribed before me, this 9th day of April, 1971.

NOTARY PUBLIC

My Commission Expires: 11-7-73

FOR AND IN CONSIDERATION of the sum of Forty Two Thousand Dollars ($42,000.00), One Thousand Dollars ($1,000.00) of which is hand in paid, the receipt of which is hereby acknowledged by the GRANTOR, and the balance of which is to be paid as follows, to-wit: Six Thousand Five Hundred Dollars ($6,500.00) is to be paid on or before the 5th day of May, 1971 and the remaining balance of Thirty Four Thousand Five Hundred Dollars ($34,500.00) is to be paid in ten (10) annual installments of Three Thousand Four Hundred Fifty Dollars ($3,450.00) each plus interest at the rate of seven percent (7%) per annum on the unpaid balance, Lavonia M. Smith, has bargained and sold, and by these presents does transfer and convey unto the said John D. Stamps, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit

> Land in the 2nd, formerly the 5th Civil District of Davidson County, Tennessee, described partly according to a survey made by George W. Watkins, Surveyor, June 19, 1957, as follows:
>
> BEGINNING at a point in the center of Smith Springs Road at the southeast corner of the property conveyed to Laura Schield Burnett, by deed from W. H. McGill and wife, of record in Book 1510, page 534, Register's Office for said County; thence with the eastern boundary line of said Burnett property, north 13 deg. 30 min. east 352.5 feet to Burnett's northeast corner; thence with the northern boundary line of said Burnett property north 54 deg. 22 min. west 267 feet to the eastern boundary line of the property conveyed to F. A. Neal, and wife, by deed from W. P. Neal and wife, of record in Book 1635, page 497, said Register's Office; thence with the eastern boundary line of said F. A. Neal property, north 14 deg. 30 min. east 90 feet to F. A. Neal's northeast corner; thence with the northern boundary line of said F. A. Neal's property, north 60 degrees west 378 feet to a point in the eastern boundary line of Mrs. Palmer's property, said point being F. A. Neal's northwest corner, thence with the eastern boundary line of said Palmer pro-

perty , north 3 deg. 30 min. East 831 feet to the southern boundary line of the property conveyed to Steele; thence with Steele's southern boundary line, south 85 deg. east 307 feet, south 86 deg. east 184 feet and south 88 deg. east 312 feet to the western boundary line of the property conveyed to Thornton; thence with the western boundary line of said Thornton property and the property conveyed to William P. Neal and wife, by deed from S. J. Myrick and wife, of record in Book 1046, page 638, said Register's Office, south 6 deg. west 329 feet, south 3 deg. 45 min. west 183 feet, south 7 deg. west 96 feet, south 3 deg. 45 min. west 594 feet and south 2 deg. west 460 feet to the center of said Smith Springs Road; thence with the center of said Road, north 79 deg. 45 min. west 100 feet, north 75 deg. west 100 feet, north 60 deg. west 100 feet and north 58 deg. west 13 feet, more or less, to the beginning, containing 21.85 acres, more or less.

BEING the same property conveyed to Chester W. Smith and wife LaVonia M. Smith by deed from John R. Wall and wife, Louise E. Wall, of record in Book 2651, page 373, Register's Office for Davidson County, Tennessee. The said Chester W. Smith having since died.

TO HAVE AND TO HOLD the said tract or parcel of land,with the appurtenances, estate, title and interest thereto belonging to the said LaVonia M. Smith, her heirs and assigns, forever.

And I do covenant with the said John D. Stamps that I am lawfully seized and possessed of said land in fee simple and that I have a good right to convey it, and the same is unencumbered with the exception of a deed of trust executed by Chester W. Smith and wife, to R. H. Donnell, Trustee, of record in Book 3380, page 549, said Register's Office, to secure to Murfreesboro Federal Savings and Loan Association, the payment of one note dated April 6, 1962, which has an outstanding balance of 1833.38, It is understood that the GRANTEE herein is not assuming the obligation to pay off said note but that the GRANTOR herein will continue to make monthly payments until said note is satisfied. Provided, however, that the GRANTEE may, at his option, pay off said note in order to release the deed of trust hereinabove referred to and said payment shall be credited against the note executed by the GRANTEE herein payable to the GRANTOR.

I do further covenant and bind my heirs and representatives to warrant and forever defend the title to the said land to the said John D. Stamps, his heirs and assigns, against the lawful claims of all persons whomsoever.

Witness my hand this 9th day of April, 1971

LaVonia M. Smith

LaVonia M. Smith, GRANTOR

STATE OF TENNESSEE:

BOOK 4492 PAGE 605

COUNTY OF DAVIDSON:

Personally appeared before me, Richard E. Rudesill, a Notary Public in and for said County and States, the within named LaVonie M. Smith, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of April, 1971.

Richard E. Rudesill

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-7-73

NOW HAVING BEEN CONVEYED, the above described tract of land, I John D. Stamps, for and in consideration of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, and the other considerations hereinafter mentioned, do this day bargain and sell, and to hereby transfer and convey, to Parmenas Cox, Trustee, and his successors in trust, the above described property in Davidson County, Tennessee, to have and to hold said property by said Trustee, and his successor in trust, forever. I covenant that I am lawfully seized of said property, that I have a good right to convey it and that the same is unencumbered except as hereinabove set forth.

I further covenant and bind my heirs and representatives, to warrant and defend the title to said property to the said 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:

1. to secure the payment of a note executed by John D. Stamps, of even date herewith, to LaVonia M. Smith, in the principal amount of Thirty Four Thousand Five Hundred Dollars ($34,500.00), said note to be payable in ten (10) annual installments of Three Thousand Four Hundred Fifty Dollars ($3,450.00) each, plus interest at the rate of seven percent (7%) per annum on the unpaid balance.

If said John D. Stamps shall pay the sum aforesaid when due, according to the terms of said note, or in the event of an acceleration as provided for in the note, a trust be set up as set forth in said note, then this instrument is to be of no further force or effect. But if he shall 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 thirty (30) days notice by four publications in a newspaper of general circulation in Davidson County, Tennessee, that said property is to be sold at the Courthouse 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.

I agree that the Trustee may, at any time after default in payment of the 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.

I further agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of Fifteen Thousand Dollars ($15,000.00) 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. I 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 I fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as 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 attorneys' 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 John D. Stamps or order. And in the case of the death, absence, inability, or refusal to act of the said Trustee at any time, when action under the foregoing powers and trusts 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 Parmenas Cox, Trustee, shall be vested in said successor.

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 9th day of April, 1971.

JOHN D. STAMPS

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Personally appeared before me, Richard E. Rudesill, a Notary Public in and for said County and State, the within named John D. Stamps, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of April, 1971.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

11-7-73

APR 12	CONV	42,000.00		
APR 12	MORT'G	34,500.00		
APR 12	S'TAX		A* 109.20	
APR 12	S'TAX		A* 32.50	
APR 12	PR'FEE		A* .50	
APR 12	W'DEED		A* 7.50	* 149.70