TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:

(NAME)

(STREET ADDRESS OR ROUTE NUMBER)

(CITY) (P. O. ZONE) (STATE)

SEND TAX BILLS TO:
First Federal Savings
(NAME)
Union at Fourth
(STREET ADDRESS)
Nashville, Tennessee 37219
(CITY) (ZONE) (STATE)

MAP-PARCEL NUMBERS:
Map. 14K-15
Par. 68

BOOK 4551 PAGE 887

For and in consideration of the sum of Ten & 00/100 ($10.00) DOLLARS
cash in hand paid by Martin E. Shutt and wife, Phyllis C. Shutt

hereinafter referred to as the GRANTEES, and other good and valuable considerations, receipt of which is hereby acknowledged, we, James T. McLean and wife, Carole L. McLean

hereinafter referred to as the GRANTORS have bargained and sold, and by these presents do transfer and convey unto the said GRANTEES, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being Lot No. 27 on the Plan of Harpeth Valley Park Subdivision, Section I, of record in Book 3600, pages 93 and 94, Register's Office for said County.

Said Lot No. 27 fronts 115.6 feet on the northerly side of McPherson Drive and extends back 189.9 feet on the easterly line and 184 feet on the westerly line to a dead line in the rear on which it measures 57.4 feet.

Being part of the property conveyed to James T. McLean and wife, Carole L. McLean, by deed from Proctor Homes, Inc., of record in Book 4459, page 583, said Register's Office.

This conveyance is subject to recorded restrictions, easements and setback lines applicable to said property.

This is unimproved ( ) improved (X) property, known as 664-A & 664-B McPherson Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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.

Whenever 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 our hands this 8th day of November, 1971.

James T. McLean

Carole L. McLean

STATE OF TENNESSEE
DAVIDSON COUNTY

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named James T. McLean and wife, Carole L. McLean the 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 official seal at Nashville, Tennessee, this 8th day of November, 1971.

Commission expires 5-1-74 Notary Public Harold W. Fitzpatrick

TENNESSEE TITLE COMPANY

Warranty Deed

$30,000.00

FROM
JAMES T. McLEAN AND WIFE,
CAROLE L. McLEAN

To
MARTIN E. SHUTT AND WIFE,
PHYLLIS C. SHUTT

REGISTER STAMP BELOW

PUT REVENUE STAMPS HERE:

PUT COUNTY COURT CLERK'S STAMP HERE:

This instrument prepared by
STEPHENSON, LACKEY, HOLMAN & ARCHER
First Federal Building
Nashville, Tennessee 37219

Published by
TENNESSEE TITLE COMPANY
2114 Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290
1004

LEASE MAIL TO - Mr. Martin E. Shutt, 3721 Edgewater Drive Nashville, Tenn., 37214

BOOK 4551 PAGE 888

B 37266

IDENTIF. REFERENCE

Nov 9 2 46 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV-9E	CONV	30,000.00				
NOV-9ES'TAX			A*	78.00		
NOV-9EPB'FEE			A*	.50		
NOV-9E	WDEED		A*	4.00	*	82.50

I hereby offer this instrument for record and do swear or affirm that to the best of my knowledge and belief the greater of the actual consideration or value of the property interest herein transferred is $ 30,000.00.

Affiant

State of Tennessee)
County of Davidson)

Sworn to and subscribed before me this 8 day of November, 19 71.

Notary Public, in and for the aforesaid State and County.

My commission expires: APR 23 1973

NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE

With Monthly Service Fee.

FOR AND IN CONSIDERATION of One Dollar to us paid, the receipt of which is hereby acknowledged, and other considerations hereinafter mentioned, we, Martin E. Shutt and wife, Phyllis C. Shutt

have this day bargained and sold, and do hereby transfer and convey to Louis R. Linx, who is Secretary of the First Federal Savings & Loan Association of Nashville, an association chartered, organized and existing under and by virtue of the laws of the United States of America, and his successors in office, as Trustee, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

Being Lot No. 27 on the Plan of Harpeth Valley Park Subdivision, Section I, of record in Book 3600, pages 93 and 94, Register's Office for said County.

Said Lot No. 27 fronts 115.6 feet on the northerly side of McPherson Drive and extends back 189.9 feet on the easterly line and 184 feet on the westerly line to a dead line in the rear on which it measures 57.4 feet.

Being the same property conveyed to Martin E. Shutt and wife, Phyllis C. Shutt, by deed from James T. McLean and wife, Carole L. McLean, which is being recorded in Book _____, page _____, said Register's Office.

NOV-9[illegible]	MORT'G	24,000.00			
NOV-9[illegible]	ST'TAX		A*	22.00	
NOV-9[illegible]	PR'FEE		A*	.50	
NOV-9[illegible]	T'DEED		A*	8.00	* 30.50

Including also stoker, water heater and all heating, plumbing and lighting fixtures, door and window screens, shades and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD said property to the said Louis R. Linx, Secretary of the First Federal Savings & Loan Association of Nashville, and his successors in office, as Trustee, forever in fee simple. 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 Louis R. Linx, Secretary of the First Federal Savings & Loan Association of Nashville, and his successors in office, as Trustee, and his or their assigns, forever, against the lawful claims of all persons whomsoever.

This instrument prepared by
STEPHENSON, LACKEY, HOLMAN & ARCHER
First Federal Building
Nashville, Tennessee 37219

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purpose, to wit:

The undersigned, Martin E. Shutt and wife, Phyllis C. Shutt, is or are indebted to the First Federal Savings & Loan Association of Nashville in the principal sum of $24,000.00, with interest at the rate of 7 per centum per annum, and a service fee of 1 per centum per annum, on the unpaid balance, as evidenced by a certain promissory note of even date herewith, and said principal, interest and service fee shall be payable $200.75 on the 1st day of December, 1971, and a like sum on the same day of each month thereafter, to be applied first to interest and service fee on the unpaid balance, and the remainder to principal until said debt is paid in full.

Extra payments may be made at any time and interest and service fee will be charged only on the unpaid balance.

In addition to the agreement contained in said note, the undersigned makers, if demanded and required by the holder of said note, also agree to pay the holder of said note each month one-twelfth of the estimated annual aggregate of State, County and City taxes and premiums for fire and windstorm insurance, which they are required to pay as herein otherwise provided, and the holder of said note agrees to hold said funds so paid in trust and to apply the same to the payment of taxes and insurance as the same becomes due; and the right of the holder of said note to declare a default and foreclose shall equally apply to defaults in the payment of taxes and insurance premiums.

Now, if the grantors shall pay the sums aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if the grantors fail to pay the said sums of money when due as aforesaid, or any part of said sums, according to the terms above expressed, then, upon such default, this conveyance shall remain in full force and effect, and the said Trustee, or his successors in trust, is hereby authorized and empowered, after first advertising for 21 days by 3 weekly notices, giving the time, place and terms of sale, in some newspaper published in the County of Davidson, State of Tennessee, to sell said property at public outcry 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 successors in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance.

It is agreed that said Trustee, or his successor, may, at any time after default in any payment required to be made by the terms and conditions of the above described note or by the terms and conditions of the above mentioned agreement to make monthly payments, as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

If foreclosure proceedings of any second mortgage or second trust deed or any junior lien of any kind should be instituted, the Association may, as its option, immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interest in the premises.

Unless otherwise provided, the said grantors agree to pay all taxes and assessments levied on the within described property when the same becomes due and payable, and promptly deliver the official receipts therefor to the Association or a certificate signed by each taxing official to whom any such taxes or assessments shall be payable, that all such taxes and assessments due to be paid such official have been paid for the current year.

The said grantors agree to also keep all buildings and improvements now erected on said premises, or hereafter erected thereon, and all equipment attached to or used in connection with the real estate herein encumbered, insured against loss or damage by fire and windstorm in such sums, with insurers, and in an amount approved by the Association as further security to said mortgage debt, with mortgage clause in form satisfactory to the Association, and assign and deliver to the said Association, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event of loss or damage to the property herein conveyed either by fire or windstorm, it is agreed that the amount of the loss or damage recoverable under said policy or policies of insurance shall be paid to said Association, and said Association is hereby empowered in the name of the grantor or grantors or his or their assigns, to give a full acquittal for the amount paid, and such amount shall be credited upon the debt herein secured, and if there be an excess, such excess shall be paid by the Association to the grantor or grantors or his or their assigns.

It is agreed that if default be made in the payment of any of the aforesaid taxes or assessments or water charges, or in the procuring and maintaining of insurance as above covenanted or in the event of the failure of the grantors to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, said Association, its successors and assigns, may pay such taxes, assessments, or water charges, effect such insurance, and make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the sums so paid shall be secured by a lien on said premises under this instrument, payable forthwith, with interest until paid, or by agreement the same may be charged to the principal of the grantors' loan and be made payable in future installments.

Said grantors further agree that they will pay on demand to the Association or the Association may at its option add to the principal balance then due any sums advanced or paid by the Association for reasonable attorney's fees, including any court costs incurred in prosecuting, defending or intervening in any legal or equitable proceeding wherein any of the rights created by this deed of trust are, in the sole judgment of the Association, jeopardized, or in issue.

The lien of this deed of trust shall also secure the repayment of such further advances as the Association may, from time to time, and for any purpose make the grantors, and the same may be added to the lien debt.

It is further agreed that should any default be made in the payment of principal or interest, or in the performance of any other covenant of this instrument or any instrument securing the debt or any part thereof, when the same is payable

or the time of performance has arrived, as herein provided, and should such default or any part thereof continue or any sum remain unpaid for the period of ninety (90) days, then all the remainder of the aforesaid principal sum with all arreages of interest, taxes, assessments, insurance premiums and sums paid pursuant to the provisions hereof, shall, at the option of said Association, its successors and assigns, become immediately payable thereafter, and this instrument or deed of trust may be foreclosed in the manner and upon the terms hereinabove set out, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

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 expense of any litigation which may arise on account of the execution and enforcement of this trust.

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

Third—The residue to be paid to Martin E. Shutt & wife, Phyllis C. Shutt or order.

The property herein conveyed cannot be further encumbered except upon the written consent and approval of the Association, its successors or assigns, and in the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the grantor, the Association, its successors and assigns, may, without notice to the grantor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the grantor without in any way vitiating or discharging the grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Association or its assigns and no extension of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change or affect the original liability of the grantor herein either in whole or in part.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Association and applied upon the debt, and the Association is hereby empowered in the name of the grantor or the grantor's assigns to receive and give acquittance for any such award or judgment, whether it be joint or several.

It is further specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If during the term of this deed of trust or any renewal thereof, the grantor or grantors shall execute any instrument of conveyance creating any lien on the property herein described, without the written consent and approval of the Association, then, at the option of the Association, or the lawful owner and holder of the indebtedness herein secured, the entire balance of said indebtedness, principal and interest, shall immediately become due and payable, and the right of foreclosure as herein provided shall immediately accrue.

Should the said Louis R. Linx, Trustee, be unable to execute the foregoing trust because of death, disability, resignation, or any other cause, his successor, or successors in office who is Secretary of the First Federal Savings & Loan Association of Nashville, shall immediately succeed him as Trustee, and be vested with all the rights and powers and be charged with all the liabilities as Trustee, as provided in this instrument.

The grantors further agree that should such sale be made by the Trustee, he need not personally attend and conduct the same but at his option, he may have the sale conducted by an agent or attorney selected by him.

It is further expressly provided that the Association, in any event, is hereby authorized at its option to appoint in writing, a substitute Trustee to act instead of the Trustee named herein, and to appoint other substitute Trustees successively, during the life of this loan, and such Trustee shall each and all succeed to all of the rights and powers of the first Trustee named herein.

In the event of a sale of said property under and by virtue of this trust, the said grantor or grantors and all persons holding under him or 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 by said grantor or grantors that the said Trustee, or his successor, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

If more than one joins in the execution hereof as grantor or any be of the feminine sex, the pronouns and relative words herein used, shall be read as if written in plural or feminine, respectively.

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto signed our names this 8th day of November, 1971.

/s/ Martin E. Shutt
Martin E. Shutt

/s/ Phyllis C. Shutt
Phyllis C. Shutt

RECORDED FEE PAID

STATE OF TENNESSEE,

COUNTY OF DAVIDSON

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

Martin E. Shutt and wife, Phyllis C. Shutt

the 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 official seal at Nashville, Tenn., this 8th day of November, 1971.

[signature], Notary Public.

APR 23 1973

My commission expires the _____ day of _____, 19____

B 37267

IDENTIF. REFERENCE

NOV 9 2 47 PM '71

FELIX Z. NILSON III REGISTER
DAVIDSON COUNTY, TENN.

DEED OF TRUST

$ 24,000.00 No. 780188

MARTIN E. SHUTT AND WIFE,

TO

PHYLLIS C. SHUTT

FOR

LOUIS R. LINX, Secretary, Trustee

First Federal
Savings & Loan
Association of
Nashville