WARRANTY DEED

BOOK 4659 PAGE 119

G-217337

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
William L. Newberry	SAME	
(NAME)	(NAME)	91-7
4941 CHANDLER RD.	"	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	151
HERMITAGE TENN. 37076	"	
(CITY) (P. O ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Thousand and no/100----------

----------($4,000.00)---------- Dollars,

cash in hand paid by William L. Newberry and wife, Mildred M. Newberry, the receipt of all of which is hereby acknowledged,

We, Lawrence J. Nicholson, Virginia Frances Nicholson Shull, Joseph Leslie Nicholson, as heirs of Leona Nicholson,

have this day bargained and sold, and do hereby transfer and convey unto the said William L. Newberry and wife, Mildred M. Newberry, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, described as follows:

Being the west 15 feet of Lot No. 706 all of Lot No. 708 and the east 1 foot of Lot No. 710 of Block No. 11 Plan No. 1 of West Nashville, which plan is of record in Book 57, pages 74 and 75 of the Register's Office for Davidson County, Tennessee.

Said Lot No. 708 and part of Lot No. 706 and the 1 foot of Lot No. 710 adjoin and front together 41 feet on the north side of Tennessee Avenue and extend back between parallel lines 150 feet to an alley 25 feet wide.

Being the same property conveyed to James Marshall Nicholson and wife, Leona Nicholson, by deed from G. W. Foster and wife, Mary E. Foster, of record in Book 549, page 552, Register's Office for Davidson County, Tennessee. Lawrence J. Nicholson, Virginia Frances Nicholson Shull and Joseph Leslie Nicholson, being the only heirs of Leona Nicholson.

This Instrument Was Prepared By
Dewey W. Pedigo (mA)
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 4,000.00

Subscribed and sworn to before me, this the 22nd day of NOVEMBER 19 72

Affiant William L Newberry

My commission expires: 1-30-74 (Affix Seal)

Notary Public D. L. Brewer

This is improved ( ) unimproved (X) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said William L. Newberry and wife, Mildred M. Newberry, their (successors), heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, 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 forever defend the title to said real estate to said William L. Newberry and wife, Mildred M. Newberry, their (successors), heirs and assigns, against the lawful claims of all persons.

Witness our hand s this 24th day of October, 19 72, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Virginia Nicholson Shull

Joseph Leslie Nicholson

Lawrence J Nicholson

BOOK 4659 PAGE 120

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ~~Lawrence J Nicholson~~ Virginia M. Weber, a Notary Public in and for said County and State, Lawrence J. Nicholson

the within named 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 16th day of November, 1972

Commission expires November 13, 1976 Virginia M. Weber Notary Public

CONT $668.00
STATE TAX A* 10.40
STATE FEE A* .50
NOV 29 '72 W DEED A* 4.00 * 14.90

STATE OF ~~TENNESSEE~~ } MARYLAND
COUNTY OF ~~DAVIDSON~~ } MONTGOMERY

Personally appeared before me, Thomas F. Nicholson, a Notary Public in and for said County and State, Virginia Frances Nicholson Shull

the within named 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 Silver Springs, Maryland
this 27 day of October, 1972

Commission expires July 1, 1974 Thomas F. Nicholson Notary Public

STATE OF ~~TENNESSEE~~ } CALIFORNIA
COUNTY OF ~~DAVIDSON~~ } Los Angeles

Personally appeared before me, Pauline M. Garcia, a Notary Public in and for said County and State, Joseph Leslie Nicholson

the within named 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 Altadena, California
this 27th day of October, 1972

Commission expires 3-1-75 Pauline M Garcia Notary Public

OFFICIAL SEAL
PAULINE M. GARCIA
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires March 1, 1975

WARRANTY DEED

FROM Lawrence J. Nicholson, et al

TO Williamson Heyberry, et ux

B 8 5 8 6

IDENTIF. REFERENCE

Nov 29 1 47 PM '72

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
Phone 256-2650
NASHVILLE, TENNESSEE

File

Old Hickory Employees Credit Unior
Old Hickory, Tennessee

BOOK 4659 PAGE 121

THIS INSTRUMENT WAS PREPARED BY
OLD HICKORY EMPLOYEES CREDIT UNION
OLD HICKORY, TENNESSEE

Deed of Trust

FOR AND IN CONSIDERATION of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, William L. Newberry and wife, Mildred M. Newberry

have this day bargained and sold, and do hereby transfer and convey, to M. T. Fields Trustee, for Old Hickory Employees Credit Union, a Tennessee Corporation, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to-wit:

Being the west 15 feet of Lot No. 706 all of Lot No. 708 and the east 1 foot of Lot No. 710 of Block No. 11 Plan No. 1 of West Nashville, which plan is of record in Book 57, pages 74 and 75 of the Register's Office for Davidson County, Tennessee.
Said Lot No. 708 and part of Lot No. 706 and the 1 foot of Lot No. 710 adjoin and front together 41 feet on the north side of Tennessee Avenue and extend back between parallel lines 150 feet to an alley 25 feet wide.

Being the same property conveyed to James Marshall Nicholson and wife, Leona Nicholson, by deed from G. W. Foster and wife, Mary E. Foster, of record in Book 549, page 552, Register's Office for Davidson County, Tennessee.

Also being the same property conveyed to William L. Newberry and wife, Mildred M. Newberry by deed from Lawrence J. Nicholson, Virginia Frances Nicholson Shull, Joseph Leslie Nicholson as heirs of Leona Nicholson, of record in Deed Book _____, Page _____, Register's Office for said County.

TO HAVE AND TO HOLD said property to the said M. T. Fields 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 and our heirs and representatives, to warrant and defend the title to said property to the said M. T. Fields 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 purposes, to-wit:

Whereas, we, William L. Newberry and wife, Mildred M. Newberry, do hereby acknowledge ourselves to be justly indebted to the Old Hickory Employees Credit Union, Old Hickory, Tennessee, in the sum of ($3,007.60) Three thousand seven and 60/100 dollars as evidenced by our promissory note of even date in the sum of ($3,007.60) signed by William L. Newberry and wife, Mildred M. Newberry, and payable at the rate of ($64.21) Sixty four and 21/100 dollars per month for 59 months and ($64.35) Sixty four and 35/100 dollars per month for 1 month including interest and all other charges at the rate of .85 of 1% per month on the unpaid balance, the first payment to be made on 12-31-71 and the same day of each succeeding month thereafter until all of both principal and interest is fully paid.

This deed of trust is also given as further security to make certain the payment of any renewals, extensions, advancements, or any other indebtedness either due or to become due to Old Hickory Employees' Credit Union.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $3,007.60, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

It is expressly agreed and understood that as a part of the consideration for this Credit Union to make the loan that this loan secured by this instrument cannot be assumed by any person/persons, corporation/corporations or any other entities whomsoever except and only by the written approval of the Board of Directors of THE OLD HICKORY EMPLOYEES CREDIT UNION, however, the maker/s of this mortgage may sell the property here secured by the maker/s of this instrument paying off the same at the time of any transfer.

It is furthermore mutually agreed and understood that if any award of damages of condemnation for injury to, or taking of, any part of said property hereinbefore specifically described is hereby assigned to the beneficiary of this instrument with authority to apply or release the money received as above provided unless otherwise agreed in writing by this Credit Union after the happening of the fact.

Undersigned further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorneys fee, shall be allowed, and if paid by the trustee or the lawful owner and holder of said indebtedness, shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the undersigned grantors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if grantors fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the Trustee or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tenn., to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, 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 and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. Grantors agree that the trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantors further agree that, in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession upon the delivery to him by the trustee for said property.

In event 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 the above named trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the grantors and all persons holding under them shall be and become the tenants at will of the purchaser 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.

Upon any 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, or in connection therewith as above provided.

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

Third:—The residue to be paid to grantors, or their order.

Witness our hand S this 16th day of Nov., 1972, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

William L Newberry

Mildred M. Newberry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, D.J. BREWER, a Notary Public in and for said County and State, William L. Newberry and wife, Mildred M. Newberry

the within named 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 Old Hickory, Tennessee this 16th day of NOVEMBER, 1972.

D.J. Brewer
Notary Public

Commission expires 1-30-74

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged ~~to~~ self to be _____ of the ~~NOV29~~ MORTG $3,007.00 CONSTAX, the within named bargainor, a corporation, and that he as such A* 1.00 being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as NOV29-PAYEE A* .50

Witness my hand and seal, at office in DEED A* 4.00 * 5.50 this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____.

DEED OF TRUST

FROM William L. Newberry, ET UX

TO M. T. Fields, Trustee

OLD HICKORY EMPLOYEES CREDIT UNION
OLD HICKORY, TENN. 37138

B 85816

IDENTIF. REFERENCE

Nov 29 1 48 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RETURN TO:
Old Hickory Employees Credit Union
Hadley Ave.
OLD HICKORY, TENNESSEE 37138

lw