BOOK 4739 PAGE 209

FORM AUC-WB-209

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 6,500.00

John C Garrett
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF July 19 73

Notary Public

MY COMMISSION EXPIRES: 5-2-77

(AFFIX SEAL)

NOTARY PUBLIC SUMNER COUNTY TENN.

THIS INSTRUMENT WAS PREPARED BY
JOHNSON & EDWARDS, ATTORNEYS, 600 Stahlman Bldg., Nashville, Tenn. 37201
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Thomas R. Mabry, unmarried	SAME	
(NAME)	(NAME)	5
205 East St..,		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	3
Goodlettsville, Tenn. 37072		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

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, Claude Watson Cherry, Jr. and wife, Gladys D. Cherry,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Thomas R. Mabry, unmarried,

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:

BEING in the 14th Civil District of said County and State, described according to a survey made by Steve Draper, April 1, 1963, as follows: BEGINNING at a point in the center of Forbes Road, N. 84° 30' W. 381 feet from the northwest cornerof the property conveyed to Dave Forbes, and wife, by deed from Georgia A. Colebrook, of record in Book 3535, Page 524, Register's Office for said County; thence with the center of said Road, S. 87° 15' W. 485 feet, N. 75° W. 93 feet, and N. 54° W. 232 feet; thence N. 31° 30' E. 400 feet; thence N. 74° E. 103 feet; thence N. 63° E. 183 feet; thence N. 47° E. 244 feet; thence N. 78° 30' E. 300 feet; thence S. 7° W. 749 feet to the beginning, containing 10.2 acres, more or less.

BEING the same property conveyed Claude Watson Cherry, Jr. and wife, Gladys D. Cherry, by deed from Georgia A. Colebrook, of record in Book 3574, Page 204, Register's Office Davidson County, Tennessee.

JUL 18 1973
REC'D _____ 19__ AT 10:00 REC. IN Deed BOOK 336 PAGE 668
J. B. RIPPY, REGISTER ___ SUMNER COUNTY, TENN.

J. B. RIPPY REG.
SUMNER COUNTY, TENN.
RECORDING 4.00
STATE TAX $ 6.50
REG. FEE $ 1.40
TOTAL $ 11.90
RECPT. NO. 5240

unimproved ( )
This is improved ( ) property, known as _____
(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 our hand s this 11th day of July 19 73

Claude W. Cherry Jr.
Claude Watson Cherry, Jr.

Gladys D Cherry
Gladys D. Cherry

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GOODLETTSVILLE, TENN.

For and in Consideration of One Dollar to me paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, I, Thomas R. Mabry, a single man

have this day bargained and sold, and do hereby transfer and convey, to G. G. Garrett, Jr., Trustee, and his successor in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

Being in the 14th Civil District of said County and State, described according to a survey made by Steve Draper, April 1, 1963, as follows: BEGINNING at a point in the center of Forbes Road north 84° 30' west 381 feet from the northwest corner of the property conveyed to Dave Forbes and wife, by deed from Georgia A. Colebrook, of record in Book 3535, page 524, Register's Office for said County; thence with the center of said Road south 87° 15' west 485 feet north 75° west 93 feet, and north 54° west 232 feet; thence north 31° 30' east 400 feet; thence north 74° east 103 feet; thence north 63° east 183 feet; thence north 47° east 244 feet; thence north 78° 30' east 300 feet; thence south 7° west 749 feet to the beginning, containing 10.2 acres, more or less.

Being the same property conveyed to Claude Watson Cherry, Jr., and wife, Gladys D. Cherry, by Georgia A. Colebrook, of record in Book 3574, page 204, Register's Office for Davidson County, Tennessee.

AND BEING THE SAME PROPERTY conveyed to Thomas R. Mabry, a single man, by Claude Watson Cherry, Jr., and wife, Gladys D. Cherry, as of record in Deed Book ____, page ____, Register's Office for Davidson County, Tennessee.

To Have and to Hold said property to the said G. G. Garrett, Jr., Trustee, and his successor in trust, forever, I covenant that I lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and defend the title to said property to the said G. G. Garrett, Jr., Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.

To secure the full, prompt and final payment of any and all indebtedness, principal, interest, attorney's fee and costs, as may be provided in instruments evidencing such indebtedness, now or hereafter owing, directly or indirectly, or, as indorser or security for others, to Bank of Goodlettsville, Goodlettsville, Tennessee, its successors and assigns, by the undersigned, or either of them, and specifically, but not limited to, for the following purpose, to-wit:

To secure our joint and promissory note of even date, payable to the order of the Bank of Goodlettsville, Goodlettsville, Tennessee in the amount of Six Thousand Six Hundred Seventy-Four Dollars and 53/100, ($6,674.53). Said note is due and payable in 90 days from date, with interest from date at 8½ % per annum.

Provisions herein included for renewal of all or part of said note and attorney's fees.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

J. B. RIPPY REG. SUMNER COUNTY, TENN.
RECORDING 4.00
STATE TAX $ 4.50
REG. FEE $ 4.20
TOTAL $ 12.70
RECPT. NO. 52702

Now if I 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 I 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 some publication 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. I 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 I agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $Amt of loan 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 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.

814 REC'D JUL 18 1973 19 AT 10:10 REC. IN D-T BOOK 283 PAGE 814
J. B. RIPPY, REGISTER SUMNER COUNTY, TENN.