This Form furnished by Attorneys Title Company, Inc.

WARRANTY DEED

Form No. WD - 4

FROM

William W. Cunningham, Jr et ux

TO

L. E. Castleman , Trustee

For draftsman's use

Prepared by Cockrill Realty Co.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
L. E. Castleman (NAME)	(NAME)	61-14-69 & 70
165-A Vulco Dr. (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	15D-5125 &5130
Hendersonville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

62 1245

IDENTIF. REFERENCE

AUG 24 2 03 PM '73

FELIX [illegible] JR.
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$1,000.00 L E Castleman Trustee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF August 19 73

Notary Public

MY COMMISSION EXPIRES: Dec 4 Register

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ($10.00) Ten and no/100 DOLLARS of which $10.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agrees to assume and pay the balance of the first mortgage held by Lomas & Nettleton Company in the original amount of $14,050.00 and of record in Book 4542 Page 873, Registers Office in Davidson County, Tennessee, being the only lien, mortgage, and/or encumberance on said property, and same is hereby duly acknowledged by the signature of the grantors herein and signed hereon, below as part of the conveyance agreement herein.

The grantee will pay the 1973 taxes on said property.

The grantors are to retain ownership of the two(2) window air conditioners that are in the house.

Hazard insurance & Escrow funds with Lomas & Nettleton Co. are transfered without charge to Grantee herein named.

[illegible]

William W. Cunningham, Jr. and wife Glenda Faye Cunningham

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

L. E. Castleman , Trustee, with full power to sell, transfer, convey & mortgage.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, Being Lot No. 22 and parts of Lot No. 23 and 24 on the Map of Locust Grove Estates, of record in Book 1424, Page 11, RODC. Said Lot No. 22 fronts 40 feet on the westerly side of Horseshoe Drive as measures around a slight curve, and runs, back 147 feet on the northly line and 166.4 feet on the southerly line to the right-of-way of the Louisville and Nashville Railroad, measuring 105.3' feet thereon. Said parts of Lots Nos. 23 and 24 are described as follows: Beginning at the northwesterly corner of the property conveyed to Robert L. Proctor and wife by deed from H. H. Richardson and wife Eva Richardson, of record in Book 1712, Page 139, Register's Office for Davidson County, Tennessee, said beginning point is also the common line of Lots Nos. 22&23 and being 2.1 feet west of the southwesterly margin of Horseshoe Drive; thence with the line between Lots Nos. 22 and 23 westwardly 164.4 feet to the west line of Lot No. 23; thence with the west line of said lot southeasterly 101.5 feet to the southwest corner of Lot No. 23; thence eastwardly 136.5 feet to the southwest corner of the Proctor lot; thence with Proctor's west line northeastwardly 180.2 feet to the beginning.

Being the same property conveyed to William W. Cunningham, Jr & wife Glenda Faye, by warranty deed from Thomas J. Griffy & wife Rowena O. as of record in Book 4542, Page 871, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property, known as 1044 Horseshoe Drive Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto XXXXXXXXXXXXXXXXX Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of XXXXXXXXXXX until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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, Tennessee, 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We 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 thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

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.

Said trustee shall execute this deed without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 11th day of August 19 73.

William W. Cunningham, Jr.

Glenda Faye Cunningham

STATE OF TENNESSEE }
COUNTY OF XXXXXXX }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named William W. Cunningham, Jr. and wife Glenda Faye Cunningham, 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 Chattanooga, Tennessee, this 11th day of August, 1973.

Notary Public.

Commission expires My Commission Expires April 4, 1977
4-4-77

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

AUG 24 CONV *1,000.00
AUG 24 S'TAX A* 2.60
AUG 24 PB'FEE A* .50
AUG 24 W'DEED A* 4.00 * 7.10

Before me, , a Notary Public of the State and County aforesaid, personally appeared, with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the, the within named bargainor, a corporation, and that he as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as.

Witness my hand and seal, at office in, this day of, 19.

, Notary Public.

Commission expires

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