BOOK 4752 PAGE 595

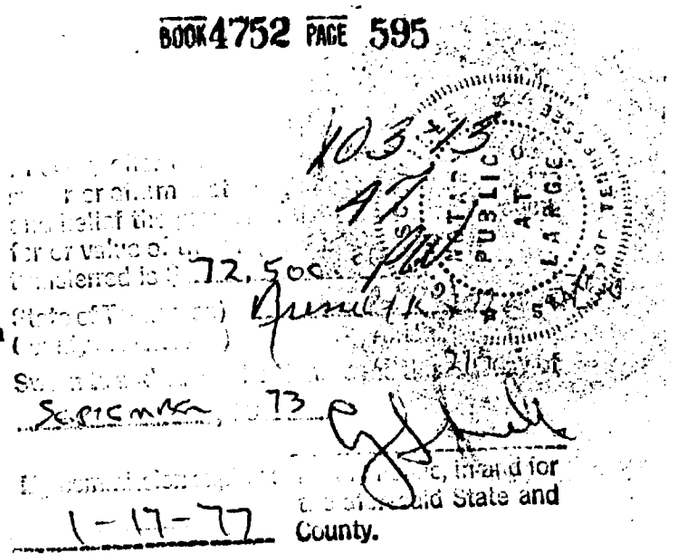
ADDRESS NEW OWNERS AS FOLLOWS:

Bill C. Walker
408 West Hillwood Boulevard
Nashville, Tennessee

SEND TAX BILLS TO:

First Federal Savings & Loan Association
Fourth and Union
Nashville, Tennessee 37219

MAP-PARCEL NUMBERS:



WARRANTY DEED WITH RETENTION OF LIEN
TO SECURE PURCHASE MONEY

THIS INSTRUMENT, made and entered into on this 18th day of September, 1973, by and between L. R. Kavanaugh and wife, Margaret Kavanaugh, hereinafter referred to as Grantor, and Bill C. Walker, hereinafter referred to as Grantee,

WITNESSETH

FOR AND IN CONSIDERATION OF the sum of SEVENTY-TWO THOUSAND, FIVE HUNDRED DOLLARS ($72,500.00) of which TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500.00) has been paid in cash to Grantor by Grantee, the receipt of which is hereby acknowledged; and for the remainder FIFTY THOUSAND DOLLARS ($50,000.00) Grantee, the purchaser of the hereinafter described property, as a simultaneous transaction, has negotiated a loan with First Federal Savings and Loan Association of Nashville, so as to enable him to pay the balance of said purchase price, and has executed his note in the principal sum of FIFTY THOUSAND DOLLARS ($50,000.00) payable to the order of First Federal Savings and Loan Association of Nashville in monthly installments of FOUR HUNDRED TWO AND 32/100 ($402.32) DOLLARS with interest at the rate of EIGHT PERCENT (8%) per annum, and a service fee of ONE PERCENT (1%) per annum on the unpaid principal balance, which interest and service fee is included in said monthly payment. Said monthly installments shall be applied first to interest and service fee on the unpaid principal balance, and the remainder to principal until said debt is paid in full; and to secure the payment of said note according to its terms, the said Grantor of the realty being herein conveyed, expressly retain a vendor's lien upon the real estate hereinafter described, and said Grantors do by these presents hereby assign, without recourse

upon them, the vendor's lien herein retained to First Federal Savings and Loan Association of Nashville; and to further secure the payment of said note in accordance with its terms, and in order to provide an economical method for the enforcement of the lien hereby retained in the event of default in the payment of said note or the performance of the covenants contained in a deed of trust hereinafter referred to, likewise as a simultaneous transaction, has executed a deed of trust to T. I. Holman, Jr., Trustee, conveying the hereinafter described property in trust upon terms, conditions and covenants fully set forth therein, and the conveyance hereby made is upon the express condition that Grantee of the property herein conveyed shall perform all the covenants of the deed of trust being executed by him.

Upon the considerations herein mentioned, Grantor has bargained and sold and does by these presents grant, bargain, sell and convey unto Grantee, his heirs and assigns the following described tract or parcel of land in Nashville, Davidson County, Tennessee, to-wit:

DESCRIPTION

Being part of Lot No. 1 and all of Lot No. 2 on the Plan of Hillwood Estates, Section 2, as of record in Book 1835, page 80, Register's Office for said County, more particularly described as follows:
Beginning on the northerly margin of West Hillwood Boulevard at the corner of Lots Nos. 1 and 2; thence Northwardly 477.6 feet to the southerly line of Lot No. 11, being 88 feet east of the common corner of Lots Nos. 1 and 11; thence with the southerly line of Lots No. 11 and 10 eastwardly 150.3 feet to the corner of Lots Nos. 2 and 3; thence with the line between said two lots southwardly 446.5 feet to the northerly margin of West Hillwood Boulevard; thence with same westwardly 244.4 feet to the beginning.
Being the same property conveyed to L. R. Kavanaugh and wife, Margaret Kavanaugh by Deed from Wilson W. Coile and wife, Josephine M. Coile, of record in Book 2093, page 237, Register's Office for Davidson County, Tennessee.

This is improved property known as 408 West Hillwood Boulevard, Nashville, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns forever, in fee simple. Grantor covenants that they are lawfully seized and possessed of said tract of land, have a good right to convey it, and the same is unencumbered, except by real property taxes for the year 1973, which have been

pro-rated between the parties and are to be paid by Grantee, and easements, set-back lines and restrictive covenants as evidenced by instruments of record in the Register's Office for Davidson County, Tennessee.

And said Grantor does further covenant and bind themselves, their successors and assigns, to warrant and forever defend the title to the said land unto the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

The lien reserved in this deed shall be deemed released, either by the satisfaction of this instrument or the release by the lawful owner and holder of the deed of trust executed by Grantee to further secure the note hereinabove described.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applied to all genders.

WITNESS OUR HANDS this 18th day of September, 1973.

C 26563

IDENTIF. REFERENCE

OCT 4 1 54 PM '73

FELIX Z. WILSON JR. REGISTER DAVIDSON COUNTY, TENN.

L. R. Kavanaugh

Margaret Kavanaugh

Bill C. Walker

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Bill C. Walker, 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 21st day of September, 1973.

My commission expires:
1-17-77

Notary Public

STATE OF HAWAII)
COUNTY OF HONOLULU)

OCT-4 CONV 72,500.00
OCT-4 S'TAX A* 188.50
OCT-4 PR'FEE A* .50
OCT-4 DEED THEODORE 6.00 * 195.00

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named L. R. Kavanaugh and wife, Margaret Kavanaugh, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within named instrument for the purposes therein contained.

Witness my hand and official seal at Honolulu, Hawaii, this 18th day of September, 1973.

My Commission Expires:
4/27/1974

Notary Public