BOOK 4813 PAGE 781

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 32,500.00

Hubert G. Peeler
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF April 1974.

Notary Public

MY COMMISSION EXPIRES: 11/8/75

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

Foley & Weiss, Attorneys (NAME) 521 Stahlman Building Nashville, Tennessee 37201 (ADDRESS)

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert James Payne, et ux (NAME)	JOHN W. MURPHREE COMPANY (NAME)	
4938 Barella Drive (STREET ADDRESS OR ROUTE NUMBER)	1283 Murfreesboro Road (STREET ADDRESS)	Map 162-3
Antioch, Tennessee 37013 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37217 (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 Martin Construction Company, a Tennessee Corporation

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Robert James Payne and wife, Nell M. Payne

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:

Land in Davidson County, Tennessee, being Lot No.179 on the plan of Haywood Hills, Section 3, of record in Book 4460, pages 164 and 165, Register's Office for said County, to which said plan reference is here made for a more complete legal description of said lot.

BEING PART of the same property conveyed to Martin Construction Company, by deed from Ervin M. Entrekin, Trustee, of record in Book 4713, page 990, REgister's Office for Davidson County, Tennessee.

This conveyance is subject to restrictive covenants of record in Book 4691, page 670, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantees herein.

This is ~~unimproved~~ ( ) improved (OCR) property, known as 4938 Barella Drive, (House Number) (Street) Antioch, (P. O. Address) Tennessee (City or Town) 37013 (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.

IN WITNESS WHEREOF, MARTIN CONSTRUCTION COMPANY, has caused its corporate name to be affixed hereto by its duly authorized officers this 30th day of April, 1974

ATTEST:

Shirley A. Zeitlin

Shirley A. Zeitlin, Secretary-Treasurer

MARTIN CONSTRUCTION COMPANY

BY: Hubert G. Peeler

Hubert G. Peeler, Vice President

This Instrument Prepared By
FOLEY and WEISS, ATTYS.
507 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

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VA Form 26-6340 (Home Loan)
Revised September 1962. Use Optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

TENNESSEE

DEED OF TRUST

THIS INDENTURE, Made this 30th day of April, 1974, by and between ROBERT JAMES PAYNE and wife, NELL M. PAYNE

hereinafter jointly and severally designated Grantor, party of the first part, JOHN W. MURPHREE

Trustee(s), hereinafter designated Trustee, party of the second part, and JOHN W. MURPHREE COMPANY

hereinafter designated Holder, party of the third part,

WITNESSETH, That Grantor in consideration of the undertakings hereinafter stated, does hereby, sell, transfer, and convey unto the Trustee, the following-described property in Antioch, County of Davidson, and State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 179 on the Plan of Haywood Hills, Section 3, of record in Book 4460, pages 164 and 165, Register's Office for said County, to which said plan reference is here made for a more complete legal description of said lot.

BEING the same property conveyed to Robert James Payne and wife, Nell M. Payne by deed from Martin Construction Company, of record in Book _____, page_____, Register's Office for Davidson County, Tennessee.

PROPERTY ADDRESS: 4938 Barella Drive, Antioch, Tennessee 37013

SEND TAX BILLS TO: JOHN W. MURPHREE COMPANY 1283 Murfreesboro Road, Nashville, Tennessee 37217

MAY-9	MORT'G	32,500.00			
MAY-9	S'TAX		A*	30.50	
MAY-9	PR'FEE		A*	.50	
MAY-9	T'DEED		A*	8.00	* 39.00

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with the privileges and appurtenances and the rents, issues and profits of the above described property (provided, however, that the Grantor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

[redacted]