This Form furnished by Attorneys Title Company, Inc.

Form No. WD-3

FROM

Lula M. Martin

TO

A & A Properties, Inc.

mail For draftsman's use

This instrument prepared by:
George H. Cate, Jr.
510 Stahlman Building
Nashville, Tn. 37201

BOOK 4830 PAGE 378

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
A & A Properties, Inc. (NAME)	Same (NAME)	MAP 72-10
2701 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcels 196,
Nashville, Tn. 37216 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	198, 199

(FOR REGISTER'S USE)

T IDENTIF. REFERENCE

JUL 1 12 57 PM '74

FELIX Z. WILSON III REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$115,000.00 Lula M. Martin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 1st DAY OF July 19 74

George H. Cate, Jr.
Notary Public

MY COMMISSION EXPIRES: 1-20-77

(AFFIX SEAL)

061225

For and in Consideration of the sum of One Hundred, Fifteen Thousand & No/100 - - - - - - - - - - - - - ($115,000.00) - - - - - - - - - - - - - **DOLLARS**

of which Thirty Thousand ($30,000.00) has been paid in cash by the Grantee, the receipt of which is hereby acknowledged, and for the remainder of which the Grantee has given its promissory note of even date herewith, payable to Lula M. Martin, in the principal sum of Eighty-Five Thousand ($85,000.00) Dollars, with interest at 5% per annum, payable as follows: $7,125.00 on the 2nd day of January, 1975, and $429.44 on the first day of each month thereafter for 360 months,

I, Lula M. Martin, a widow,

JUL-1	CONV	90,000.00		
JUL-1	CONV	25,000.00		
JUL-1	MORTG	85,000.00		
JUL-1	STAX		A* 299.00	
JUL-1	STAX		A* 83.00	
JUL-1	PRTFEE		A* .50	
JUL-1	WDEED		A* 8.00	* 390.50

have bargained and sold, and by these presents do transfer and convey unto the said A & A Properties, Inc., its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

TRACT 1: A certain lot or parcel of land in the 11th, formerly 15th, Civil District of Davidson County, Tennessee, described as follows:

Being part of Lot No. 3 on the Map showing Division of Mrs. Lucinda Litton's Land, as of record in Book 421, Page 108, Register's Office for said County, and being part of an unnumbered Lot on the Map of Eastmoor Place, as of record in Book 547, Pages 177 and 178, Register's Office for said County, described as follows:

 Form No. WD3a

Beginning at a point in the east margin of the Gallatin Pike, as widened, 64 feet southerly from the southerly margin of East Delmas Avenue; thence along the east margin of the Gallatin Pike southwardly 170.3 feet to a stake; thence south 70½ deg. east 243.3 feet to the southwest corner of Lot No. 35 on the Plan of Eastmoor Place; thence northwardly with the west line of said Lot No. 35, 170.3 feet to an iron pin 64 feet southwardly from the southerly margin of East Delmas Avenue; thence north 70½ deg. west 243.3 feet to the beginning, according to a survey made by Erle Drake, County Surveyor, on December 13, 1954.

Being part of the same property conveyed to Mrs. Lula May Martin, by deed from Robert Chadwell and wife, Lillian Chadwell and Sue L. Chadwell, of record in Book 967, Page 53, Register's Office for Davidson County, Tennessee.

TRACT II: A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:
Being all of the westerly 55.25 feet of Lot No. 35 as shown on the Map of Eastmoor Place of record in Book 547, Pages 177 and 178, said Register's Office, except a strip of land fronting 10 feet on the southerly side of East Delmas Avenue at the westerly side of said Lot No. 35 and running back southerly between parallel lines a distance of 64 feet. The said westerly 55.25 feet of said Lot No. 35, with said 10 foot strip excluded fronts 45.25 feet on the southerly side of East Delmas Avenue and runs back on the easterly line at a right angle to said East Delmas Avenue, a distance of 234.3 feet to a dead line; thence westerly parallel to said East Delmas Avenue 55.25 feet; thence northerly parallel to the easterly line of the tract herein conveyed with the westerly line of said Lot No. 35 as shown on the plot of said recorded Subdivision of Eastmoor Place northerly 170 feet, more or less, to the corner of the land of the said Mrs. Lula May Martin with the southeasterly corner of the land of Gertrude Roote, thence easterly 10 feet to a point; thence northerly parallel with the easterly line of said Lot No. 35 on the Map of Eastmoor Place and parallel with the Gallatin Road 64 feet to a point in the southerly margin of East Delmas Avenue; thence easterly 45.25 feet to the beginning.
Being the same property conveyed to Mrs. Lula May Martin, by deed from B. R. Kennedy and wife, Eva C. Kennedy, of record in Book 1272, Page 516, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 2700-2702 Gallatin Road Nashville, Tn. 37216
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said A & A Properties, Inc., its successors and assigns, forever.

And I do covenant with the said A & A Properties, Inc., that lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered. Taxes for 1974 are prorated and assumed by the Grantee.

And I, Lula M. Martin do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said A & A Properties, Inc., its successors and assigns against the lawful claims of all persons whomsoever.

Witness ~~my hand this day of 19 the~~ corporate party ~~if any having caused its name to be signed hereto by its duly authorized officers and its~~ seal ~~affixed hereto~~ date

And now, for the purpose of better and more effectually securing the payment of the above-described promissory note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of default, and for the consideration of One Dollar, A & A Properties, Inc., does hereby transfer and convey the above-described property unto George H. Cate, Jr., Trustee, his successors and assigns, with the appurtenances, estate, title and interst thereto belonging, for the purposes, only, set forth below.

But this conveyance is made in TRUST for the following uses and trusts and for no other purpose, to wit:

To secure the payment of the promissory note made by A & A Properties, Inc., payable to Lula M. Martin, in the principal sum of $85,000.00, with interest at 5% per annum, as described above. Prepaymant privileges shall exist as described in the said note. This deed of trust shall be subordinated to any mortgage or deed of trust hereafter executed on the property by A & A Properties, Inc., for the purpose of securing a loan for the purpose of improving the property, to the extent that the proceeds of such loan are actually applied to such improvement.

Now, if A & A Properties, Inc. *shall pay the sum* S *aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if* it *fail to pay the said sum* S *of money when due as aforesaid, or any part of said sum* S*, 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* 20 *days' notice, by* 3 *publication in* a daily or weekly newspaper 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.* We *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 We *agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $*insurable value *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.* We *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* we *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.

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

Third—The residue to be paid to A & A Properties, Inc., *or order. And in case 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* George H. Cate, Jr., *Trustee, shall be vested in said successor.*

In the event of a sale of said property under and by virtue of this trust, the said A & A Properties, Inc *and all persons holding under* it *shall be and become the tenants at will of the purchaser of the same, 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.*

This 1st *day of* July 19 74

Lula M Martin
Lula M. Martin

A & A PROPERTIES, INC.
By: Alvin A. Stillman, Pres.
Alvin A. Stillman, President and Treasurer

ATTEST: Ann H. Stillman V-Pres.
Ann H. Stillman, Vice-President and Secretary

BOOK 4830 PAGE 381

STATE OF TENNESSEE,
Davidson County.

Personally appeared before me, Margaret A Cate, a Notary Public in and for said County and State, the within named Lula M. Martin, a widow,

the 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 Nashville, Tennessee, this 1st day of July, 1974

Commission Expires Jan 26, 1977 Margaret A. Cate, Notary Public

STATE OF _____
County of _____

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, this _____ day of _____, 19____

Commission Expires _____, Notary Public

STATE OF TENNESSEE
Davidson County

Before me, Margaret A Cate, a Notary Public within and for the State and County aforesaid, personally appeared Alvin A. Stillman and Ann H. Stillman with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Treasurer and Vice-Pres. & Secretary respectively of the A & A Properties, Inc., the within named bargainor, a corporation, and that (they) as such President and Treasurer and Vice-Pres. & Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Alvin A. Stillman as such Pres. & Treas., and attesting the same by the said Ann H. Stillman as such Vice-Pres. & Secretary

Witness my hand and official seal at office at Nashville, Tn. on this the 1st day of July, 19 74

My commission expires Jan 26, 1977 Margaret A Cate, Notary Public