WARRANTY DEED

Putnam Printing Co., Cookeville, Tenn.

This instrument was prepared by ELMER DEAN LANGFORD, of Langford, Mitchell and Langford, Attorneys, Langford-Mitchell Bldg., Cookeville, Tennessee. FOR AND IN CONSIDERATION OF THE SUM OF THIRTEEN THOUSAND FIVE HUNDRED ($13,500.00) DOLLARS, OF WHICH FIFTEEN HUNDRED ($1500.00) DOLLARS IS CASH IN HAND PAID, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, and the balance of Twelve Thousand ($12,000.00) Dollars is evidenced by a promissory note of this date, payable in installment payments, with the first installment payment being due and payable on or before September 15, 1974, in the sum of One Hundred Twenty Six Dollars and Sixty Seven Cents ($126.67), and a like installment being due and payable on or before the 15th day of each consecutive month thereafter for eleven months; then the installments will be refigured for the next twelve month period whereby payments of $66.67 per month for the next twelve months will be paid on principal, plus payments of 6% interest on the then indebtedness will be figured and in advance and will be paid equally during the said 12 month period, which payments will be paid on both principal and interest; thereafter for each suceeding year the interest on the then principal indebtedness will be figured at 6% in advance and will be paid in addition to the said $66.67 per month payment on principal, said payments to continue until said note is paid in full according to the terms thereof, and same will be over a 15 year period; the effect will be that $800.00 will be paid per year on principal and the interest at 6% in advance will be figured each year and paid equally during said year, in addition to said principal payment, and it is further agreed and understood that should any installment payment required or portion thereof, whether principal or interest, become as much as 90 days in arrears, then the lawful owners and holders of said note may, at their option, declare the then entire remaining indebtedness immediately due and payable, and it is further agreed and understood that there will be and remain a lien upon the premises herein conveyed until said note is paid in full according to the terms thereof, and it is further agreed and understood that grantees herein will keep the taxes on said lands paid and will keep the house on said lands insured with some reliable fire insurance company or companies with loss-payable clause to the lawful owners and holders of said note in the minimum sum of $8000.00, and should grantees fail so to do as to the payment of said taxes or the carrying of said insurance, then the lawful owners and holders of said note may do so and charge the amount expended to grantees herein and treat same as a part of the secured indebtedness,

WE, CLYDE BILBREY AND WIFE, LUCILLE BILBREY, have this day bargained and sold, and by these presents do transfer and convey unto

JIMMY E. TOMLINSON AND WIFE, MARTHA J. TOMLINSON, their heirs and assigns, a certain tract or parcel of land located in the FOURTH Civil District of DAVIDSON County, Tennessee, described as follows, to-wit:

"Land in 4th civil district of said county, being tract 7 on the unrecorded plan of H. A. Youngbloods' subdivision and of record in Book 2303, Page 251, Register's Office for said County, described according to a copy of a map made by Cantrell,Connell and Morrison,May 1954 as follows: Beginning at a point on the north-westerly margin of Shelby Street, at the common corner of tracts 4 and 7, thence with the lines of 4,5 and 6 north 47 degrees and 47 minutes,west 167.5 feet to a point, thence south 43 degrees and one minute west, south 54.1 feet to the corner of tract 8, thence with the line between tracts 7 and 8 south 44 degrees 17 minutes, east 164.8 feet to the northwesterly margin of Shelby Street, thence with the margin of the same north 45 degrees 43 minutes east" 64.1 feet to the point of beginning.

Bruce & Ted Bills
Jimmy E. Thompson atty
101 Shelby St
Red Hebron Inn

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

AUG-82	CONV	13,500.00				
AUG-82	S'TAX		A*	35.10		
AUG-82	PB'FEE		A*	.50		
AUG-82	W'DEED		A*	6.00	*	41.60

The 1974 taxes will be paid one-half by Cecil Key, whose address is 127 Bilbrey Drive, Algood, Tennessee 38501, and one-half by Clyde Bilbrey, whose address is 137 Cedar Street, Algood, Tennessee 38501, and future taxes will be paid by grantees herein, whose address is 100 Shelby Street, Old Hickory, Tennessee.

The said purchase money note herein set out may be paid in full at anytime without penalty by payment in full of the then entire remaining indebtedness, plus accrued interest to date.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $13500.00 Affiant Clyde Bilbrey
Subscribed and sworn to before me this 8th day of August 1974
Deputy Register Lois Dellinger

The previous and last conveyance being a Deed to Clyde Bilbrey and wife, Lucille Bilbrey,
from Cecil Key and wife, Linnie Ray Key,
Registered in Register's Office of Davidson County, Tennessee, in Vol. _____ Page _____

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estates, titles, and interest thereto belonging, to the said JIMMY E. TOMLINSON AND WIFE, MARTHA J. TOMLINSON, their heirs and assigns, forever. And we do covenant with the said JIMMY E. TOMLINSON AND WIFE, MARTHA J. TOMLINSON, that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unincumbered.

And we do further convenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said land to the said JIMMY E. TOMLINSON AND WIFE, MARTHA J. TOMLINSON, their heirs and assigns against the lawful claims of all persons whomsoever.

Witness our hands, this 30th day of July, 1974.

Witness:

Clyde Bilbrey

Lucille Bilbrey

Acknowledgment Before Notary Public.

State of Tennessee, County of Putnam

Personally appeared before me, Barbara Sue Smith, a Notary Public in and for said County and State aforesaid, the within named Clyde Bilbrey and wife, Lucille Bilbrey, the bargainor, 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 Cookeville, Tennessee,

This 30th day of July, 1974.

My Commission Expires August 2, 1975. Barbara Sue Smith, Notary Public

Acknowledgment Before Notary Public.

State of _____, County of _____

Personally appeared before me, _____, a Notary Public in and for said County and State aforesaid, 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____

My Commission Expires _____, 19____ _____ Notary Public

IDENTIF. REFERENCE
AUG 8 12 08 PM '74
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

C.6.6.4.7.5

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $_____, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this the _____ day of _____, 19_____

_____
Notary Public or Register

STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in Note Book_____, Page_____

At_____ O'clock_____M_____, 19 _____ and recorded in _____

Book _____, Series _____ Page_____.

State Tax Paid $_____ Fee_____ Recording Fee_____ Total $_____

Witness my hand.

Receipt No._____ _____
Register