Pprepared by: Monte D. Curry, Atty.
4220 Nolensville Rd.
37211

Mail

WARRANTY DEED

BOOK 4859 PAGE 649

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Gary L. Russell, Et. Ux.	The Prudential Insurance Co.	
(NAME)	(NAME)	
329 Ladybird Court	P.O. Box 2202	Map 135-5
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.	Jacksonville, Florida 32203	Par 60
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten & 00/100 DOLLARS ($10.00)

Dollars,

and other good and valuable consideration plus the assumption of an unpaid loan to Prudential Insurance Company of record, in the Register's Office for Davidson County, Tennessee.

We, W. M. Frost and wife, Mary M. Frost

have this day bargained and sold, and do hereby transfer and convey unto the said Gary L. Russell and wife, Debbie Russell

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 74 on the Plan of Town Park Estates, as of record in Book 3300, page 64, Register's Office for said County, to which reference is here made to said plan for amore complete and accurate description thereof.

Being the same property conveyed to W. M. Frost and wife, Mary M. Frost by deed from Doris Helen Rash of record in Book 4491, page 985 Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 24,000.00

Subscribed and sworn to before me, this 11th day of October 19 74

Affiant: Gary L Russell

My commission expires: 10-26-74 (Affix Seal)

Notary Public: Monte D. Curry

This is unimproved (X) improved ( ) property, known as 329 Ladybird Court (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Gary L. Russell and wife, Debbie Russell their *(successors), 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.* except as noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Gary L. Russell and wife, Debbie Russell their *(successors), heirs and assigns, against the lawful claims of all persons.*

Witness our hand S this 11 day of October, 19 74 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

W. M. Frost

Mary M. Frost

BOOK 4859 PAGE 650

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Monte D. Curry, *a Notary Public in and for said County and State,* W. M. Frost and wife, Mary M. Frost

the within named bargainor, S, 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 Nashville, Tennessee
this 11 *day of* October, *19* 74

Monte D. Curry
Notary Public

NOTARY PUBLIC * DAVIDSON COUNTY * TENNESSEE

Commission expires 10-26-74

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

OCT 15 CONV 24,000.00
OCT 15 S'TAX A* 62.40
OCT 15 PR'FEE A* .50
OCT 15 W'DEED A* 4.00 * 66.90

WARRANTY DEED

FROM
W. M. Frost, Et. Ux.
TO
Gary L. Russell, Et. Ux.

C 74670

IDENTIF. REFERENCE

OCT 15 8 56 AM '74

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
Phone 256-2656
NASHVILLE, TENNESSEE

Prepared By: Monte D. Curry, Atty
4220 Nolensville Rd
37211

Mail

Deed of Trust

BOOK 4859 PAGE 651

FOR AND IN CONSIDERATION of One Dollar to paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, we, Gary L. Russell and wife, Debbie Russell *have this day bargained and sold, and do hereby transfer and convey, to* Monte D. Curry *Trustee, and his successors in trust, certain property in the State of Tennessee,* Davidson *County, described as follows, to-wit:*

Land in Davidson County, Tennessee, being Lot No. 74 on the plan of Town Park Estates, as of record in Book 3300, page 64, Register's Office for said County, to which reference is here made to said plan for a more complete and accurate description thereof.

Being the same property conveyed to Gary L. Russell and wife, Debbie Russell by deed from W. M. Frost and wife , Mary M. Frost, of record in Book_____, Page____, Register's Office for Davidson County, Tennessee.

OCT 15	MORT'G	*8,500.00				
OCT 15	ST'TAX		A*	6.50		
OCT 15	PR'FEE		A*	.50		
OCT 15	T'DEED		A*	4.00	*	11.00

TO HAVE AND TO HOLD said property to the said Monte D. Curry *Trustee, and his successor in trust, forever* we *covenant that* we are *lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.* except for a Deed of Trust of record in Book 3798, Page 456, REgister's Office for said county.

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and defend the title to said property to the said* Monte D. Curry *Trustee and his successor in trust, and his assigns, forever, against the lawful claims of all persons.*

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purposes, to-wit:

To secure a note of even date made payable to W. M. Frost and wife, Mary M. Frost in the principal sum of $8500.00, and payable in equal monthly payments of $180.60. Harry Russell is a surety for said note.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned 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 the sum of $_____, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Undersigned further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorneys fee, shall be allowed, and if paid by the trustee or the lawful owner and holder of said indebtedness, shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the undersigned grantors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if grantors fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the Trustee or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, 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 indebtedness or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness 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 trust conveyance. Grantors agree that the trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantors 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 event 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 the above named trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the grantors and all persons holding under them shall be and become the tenants at will of the purchaser 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.

Upon any 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, or in connection therewith as above provided.

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

Third:—The residue to be paid to grantors, or their order.

Witness our *hand* S *this* 11th *day of* October, *19*74, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Gary L. Russell

Debbie Russell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Monte D. Curry, *a Notary Public in and for said County and State,* Gary L. Russell and wife, Debbie Russell,

the within named 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 Nashville, *Tennessee, this* 11th *day of* October, *19*74

Monte D. Curry
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 10-26-74

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

DEED OF TRUST

FROM

Gary L. Russell et ux

TO

Monte D. Curry, Trustee

C 74671

IDENTIF. REFERENCE

OCT 15 8 58 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE