BOOK 4950 PAGE 50

"THIS INSTRUMENT PREPARED BY ROBERT P. THOMAS, ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238"

Address new owner and send tax bills to John W. Murphree Company, 1 Airways Plaza, 1283 Murfreesboro Road, Nashville, Tennessee 37217.

142-6-A-
100 thru 149-151
thru 153-158 thru
PW 160-163-164-
166 thru 168-170-
172 thru 175-179
thru 181-183-184
186 thru 198-224
thru 234-239 thru
246-305-
306-309
thru 311

142-6-B
202-204-206-
213 thru 215-

TRUSTEE'S DEED

217-219-221-222-
235 thru 238-
249 thru 304 PW

WHEREAS,

1. JAMES H. BREWER, TRUSTEE, executed to JAMES I. VANCE BERRY, TRUSTEE, a certain Deed of Trust upon the property hereinafter described, the same being dated October 1, 1973, and recorded in Book 4751, page 144, Register's Office of Davidson County, Tennessee, and amended by an instrument entitled "Amendment to Note and Deed of Trust", executed by James H. Brewer, Trustee, and John W. Murphree Company, of record in Book 4861, page 403, said Register's Office.

2. The indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust, by and through its attorneys, gave due notice to the said James H. Brewer, Trustee, of his default by letter dated July 18, 1975, duly deposited in the United States Mails on said date, Certified Mail, Return Receipt Requested, wherein the debtor was advised of the intention of the holder of said Note to foreclose the lien of said Deed of Trust if the conditions of default then existing were not cured within ten (10) days from the mailing of said notice, a duplicate original copy of said notice, with Return Receipt Card attached, being attached to this Deed as Exhibit 1.

3. The default not being cured within the time allowed, and no hearing having been sought by the Debtor, the undersigned Trustee, acting upon the demand of the lawful owner and holder of said indebtedness, proceeded to advertise the security for sale at foreclosure by notices duly published in The Nashville Record on August 5, 12, 19, and 26, 1975, in accordance with the provisions of the Deed of Trust, a duplicate copy of said advertisement being attached hereto as Exhibit 2.

4. After due advertisement as required by law and the terms of the Deed of Trust, the undersigned Trustee, by and through his duly appointed agent, Robert P. Thomas, (a copy of which appointment is attached hereto as Exhibit 3), offered said land and personal property as described in the Deed of Trust for sale at the front door of the Courthouse in Nashville, Davidson County, Tennessee, at 12:00 Noon, C.D.T., August 29, 1975, when and where John W. Murphree Company, being the lawful owner and holder of the indebtedness secured, became the last and highest bidder at the price of Three Million Two Hundred Ninety-Six Thousand Five Hundred Sixty and no/100 Dollars ($3,296,560.00).

NOW, THEREFORE, I, James I. Vance Berry, Trustee, as aforesaid, in consideration of the premises and of the sum of Three Million Two Hundred Ninety-Six Thousand Five Hundred Sixty and no/100 Dollars ($3,296,560.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey to John W. Murphree Company, its successors and assigns, the land and other property sold as aforesaid, being situated in Davidson County, Tennessee, and being more particularly described as follows:

Land in Davidson County, Tennessee, being a portion of Parcel Number 154 on the Plan of Creekwood, as of record in Book 4175, pages 148 and 149, Register's Office for Davidson County, Tennessee, described according to a survey by James L. Murphy, Jr., and Company, dated March 3, 1972, revised April 6, 1972, as follows:

BEGINNING at a point lying on the westerly property line of the Bellevue Church of Christ property as of record in Book 4112, page 724, Register's Office for Davidson County, Tennessee; said point being further described as lying South 23 degrees 57 minutes East a distance of 554.22 feet from the southerly margin of the Memphis-Bristol Highway (U.S. 70-S); thence running with the said westerly property line of the Bellevue Church of Christ, South 23 degrees 57 minutes east a distance of 510.11 feet to an iron pin, said iron pin further described as being the southwesterly corner of the said Bellevue Church of Christ property; thence leaving the said westerly line of the Bellevue Church of Christ and running with the northerly line of the Metropolitan Board of Education property as referred to in Metropolitan County Council Resolution No. 70-1063, South 85 degrees 53 minutes 19 seconds west a distance of 630.37 feet to a point; thence leaving the said northerly property line of the Metropolitan Board of Education and running with the Metropolitan Board of Education's westerly line, South 9 degrees 27 minutes east a distance of 547.96 feet to a point; thence leaving the said westerly property line of the Metropolitan Board of Education north 85 degrees 04 minutes 40 seconds west a distance of 1068.78 feet to a point located in the centerline of Bellevue Road; thence running with the said centerline of Bellevue Road, north 4 degrees 55 minutes 20 seconds east a distance of 1023.82 feet to a point; thence leaving the said centerline of Bellevue Road and running with the southerly line of Creekwood, Phase One, South 85

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

degrees 04 minutes 40 seconds east a distance of 137 feet to a point; thence south 14 degrees 20 minutes east a distance of 100.50 feet to a point; thence south 32 degrees east a distance of 166 feet to a point; thence south 29 degrees 26 minutes east a distance of 248.5 feet to a point; thence north 60 degrees 30 minutes 05 seconds east a distance of 359.93 feet to a point; thence north 78 degrees 57 minutes east a distance of 186 feet to a point; thence south 88 degrees 38 minutes east a distance of 224.5 feet to a point; thence north 82 degrees 04 minutes east a distance of 106.5 feet to a point; thence north 8 degrees 19 minutes west a distance of 163.5 feet to a point; thence north 80 degrees 33 minutes east a distance of 137 feet to the point of beginning. Said tract containing 22.48 more or less, acres.

INCLUDED in the above description but EXCLUDED therefrom is a 0.82, more or less, acre tract of land dedicated for the widening of Bellevue Road on the Plan of Creekwood as of record in Book 4175, page 148, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to James H. Brewer, Trustee, with full power to mortgage, transfer, sell and convey, without joinder of any beneficiary, by deed from Bill C. Dotson and wife, and James H. Brewer and wife, of record in Book 4747, page 384, and by quitclaim deed from Bill C. Dotson and wife, Joanne P. Dotson, of record in Book 4834, page 249, and by quitclaim deed from Triangle Ranchlands, Inc., a Tennessee Corporation, of record in Book 4834, page 247, each in the Register's Office for Davidson County, Tennessee.

TOGETHER with all articles of personal property and all materials delivered to said premises for incorporation or use in any construction thereon.

INCLUDED within the foregoing but expressly excluded therefrom are the following: Building Number 13, Unit Number 150; Building Number 14, Unit Number 154; Building Number 15, Unit Number 155; Building Number 15, Unit Number 156; Building Number 15, Unit Number 157; Building Number 16, Unit Number 161; Building Number 17, Unit Number 162; Building Number 17, Unit Number 165; Building Number 18, Unit Number 169; Building Number 19, Unit Number 171; Building Number 21, Unit Number 176; Building Number 21, Unit Number 177; Building Number 21, Unit Number 178; Building Number 22, Unit Number 182; Building Number 23, Unit Number 184; Building Number 28, Unit Number 199; Building Number 28, Unit Number 200; Building Number 28, Unit Number 201; Building Number 29, Unit Number 203; Building Number 29, Unit Number 205; Building Number 30, Unit Number 207; Building Number 30, Unit Number 208; Building Number 31, Unit Number 209; Building Number 31, Unit Number 210; Building Number 31, Unit Number 211; Building Number 31, Unit Number 212; Building Number 32, Unit Number 216; Building Number 33, Unit Number 218; Building Number 34, Unit Number 220; Building Number 34, Unit Number 223; Building Number 58, Unit Number 307; Building Number 58, Unit Number 308; Building Number 59, Unit Number 312; all as shown on the Plan of "Peppertree", Creekside Meadows Condominiums, as of record in Book 4675, pages 128 through 130, Register's Office for Davidson County, Tennessee.

Said sale is subject to the following:

1. Any and all unpaid taxes.

2. All rights vested in others by virtue of the execution and recording of a Master Deed establishing a Horizontal Property Regime of "Peppertree", Creekside Meadows Condominiums, dated July 15, 1974, and of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee.

3. Title to that portion of the premises embraced within the bounds of any roads or highways.

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

4. Any restrictive covenants, easements, or setback lines which may be applicable to said property.

TO HAVE AND TO HOLD the said property to the said Grantee, its successors and assigns, forever, with the appurtenances, estate, title and interest thereto appertaining.

D 1 5 1 5 4

FILED FOR REFERENCE
SEP 11 10 37 AM '75
DAVIDSON COUNTY, TENN.

WITNESS my hand this 29th day of August, 1975.

JAMES I. VANCE BERRY, TRUSTEE

SEP 11 75 CONV * ~~.00~~ 3,296,560.00
SEP 11 75 C'TAX A* 8,571.16
SEP 11 75 R'FEE A* .50
SEP 11 75 W'DEED A* 22.00 * 8,593.66

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Robert P. Thomas, a Notary Public in and for said County and State, the within named James I. Vance Berry, Trustee, 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 2nd day of September, 1975.

ROBERT PAIGE THOMAS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission Expires: 9-12-78

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $3,296,560.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Jack K. Parsons

Subscribed and sworn to before me this the 2 day of Sept. 1975

ROBERT P. THOMAS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 9-12-78

LAW OFFICES

BOULT, CUMMINGS, CONNERS & BERRY

EXHIBIT 1

WILLIAM HUNE (1888-1950)
LAURENCE B. HOWARD (1900-1959)
LINDSEY M. DAVIS (1902-1960)
EDWIN F. HUNT (RETIRED)

REBER BOULT
JOSEPH G. CUMMINGS
JOHN T. CONNERS, JR.
JAMES I. VANCE BERRY
DAVID J. WHITE
ROBERT PAIGE THOMAS
DAVIS H. CARR
THOMAS S. NELMS III
M. TAYLOR HARRIS, JR.
J. GREER CUMMINGS, JR.
STEVE P. HATTEN

21ST FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
TELEPHONE (615) 244-2582

BOOK 4950 PAGE 54

July 18, 1975

Mr. James H. Brewer, Trustee
2400 Crestmoor Avenue
Nashville, Tennessee 37215

Re: Construction Loan -
John W. Murphree Company to
James H. Brewer, Trustee
Dated October 1, 1973;
Amended October, 1974
Principal Amount - $4,473,000.00

Dear Mr. Brewer:

Our client, John W. Murphree Company, is the lawful owner and holder of the Note executed by you as evidence of the above indebtedness, and as Secured Party of the various instruments given to secure the same (including, among others, the Deed of Trust, the Construction Loan Agreement, the Security Agreement, and a Guaranty from various parties to whom copies of this letter are being sent), hereby declares this indebtedness to be in default and demands payment in full of the entire outstanding principal balance of the loan, to wit, Three Million Seven Hundred Ninety-Six Thousand One Hundred Forty-Two and 63/100 ($3,796,142.63) Dollars, plus interest thereon at the stipulated rate and plus all costs incurred, including attorneys' fees, by reason of said default.

A review of the loan documents reveals a number of conditions of default, which include, among others, a default in the payment of interest, abandonment of the property, and the filing of liens against the property.

By reason of the foregoing and other facts and circumstances surrounding the transaction, John W. Murphree Company reasonably feels threatened as to its security.

If payment in full of the outstanding balance of this indebtedness, plus interest thereon and plus attorneys' fees, and any other costs incurred, has not been received within

ten (10) days from the mailing of this letter, we have been instructed to take such other and further actions as we deem necessary to protect the interests of our client and enforce payment of this indebtedness. In this connection, you are specifically advised that it is the intention of John W. Murphree Company, if the indebtedness is not paid in full within the time allowed by this letter, to commence the foreclosure of the Deed of Trust which John W. Murphree Company holds as security for the payment of this indebtedness. Should you desire to challenge John W. Murphree Company's right to foreclose, such challenge should be asserted at this time, it being the purpose and intent of this letter to give to you written notice of the purpose and intention of the holder of your Note to foreclose the security and to further provide you with an opportunity to seek a hearing appropriate to the nature of the case, should you deem such necessary to the protection of your interests.

Sincerely yours,

BOULT, CUMMINGS, CONNERS & BERRY

By
ROBERT P. THOMAS

RPT/gp

CERTIFIED MAIL - RRR

Copy Regular Mail

cc: (See attached sheet)

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show address where delivered ☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.

CERTIFIED NO.
807920

INSURED NO.

DATE DELIVERED
7-22-75

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
(1) James H. Brewer
by D. Powell

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
(2)

SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)
(3)

Mr. James H. Brewer
600 42nd Avenue North
Nashville, Tennessee 37209

Mr. James L. Pope
2400 Crestmoor Avenue
Nashville, Tennessee 37215

Mr. Norman H. Kale
2400 Crestmoor Avenue
Nashville, Tennessee 37215

Mr. Edwin E. Wallis, Jr.
Attorney at Law
5th Floor, Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201

(All of above Certified Mail - RRR)

(Copy Regular Mail to all of above)

Mr. Scott Balcain
John W. Murphree Company
1 Airways Plaza, Suite 500
1283 Murfreesboro Road
Nashville, Tennessee 37217

(Above Regular Mail)

 EXHIBIT 2

FORECLOSURE NOTICE

Default having been made in the terms, conditions and payments provided for in a certain Deed of Trust dated October 1, 1973, executed by James H. Brewer, Trustee, to James I. Vance Berry, Trustee, of record in Book 4751, page 144, Register's Office for Davidson County, Tennessee, and amended by an instrument entitled "Amendment to Note and Deed of Trust", executed by James H. Brewer, Trustee, and John W. Murphree Company, of record in Book 4861, page 403, said Register's Office, and notice of default having been duly given to the said James H. Brewer, Trustee, by letter dated July 18, 1975, duly deposited in the United States Mail on said date, certified mail, return receipt requested, wherein the Debtor was advised of the intention of the secured party to foreclose the lien of said Deed of Trust if the conditions of default then existing were not cured within ten (10) days from the mailing of said notice, and further the Debtor was advised of his right, should he desire to challenge the foreclosure, to seek a hearing appropriate to the nature of the case, and the default not having been cured within the time allowed, and no hearing having been sought, and the entire indebtedness having been declared due and payable at the option of the lawful owner and holder of the said indebtedness as provided in said Deed of Trust, and in the Note evidencing such indebtedness, and demand having been made for payment in full of the entire outstanding balance of said indebtedness, and such payment not having been made;

NOW, THEREFORE, I, James I. Vance Berry, Trustee, acting upon the demand of the lawful owner and holder of said indebtedness to foreclose said Deed of Trust, by virtue of the power and authority vested in me as such Trustee, will, on

FRIDAY

AUGUST 29, 1975

AT 12:00 NOON

at the front door of the Courthouse in Nashville, Davidson County, Tennessee, sell at public outcry to the highest bidder for cash, free from any equity of redemption, homestead, dower, curtesy and

all other exemptions, all of which are expressly waived in said Deed of Trust, the following described property in Davidson County, Tennessee:

Land in Davidson County, Tennessee, being a portion of Parcel Number 154 on the Plan of Creekwood, as of record in Book 4175, pages 148 and 149, Register's Office for Davidson County, Tennessee, described according to a survey by James L. Murphy, Jr., and Company, dated March 3, 1972, revised April 6, 1972, as follows:

BEGINNING at a point lying on the westerly property line of the Bellevue Church of Christ property as of record in Book 4112, page 724, Register's Office for Davidson County, Tennessee; said point being further described as lying South 23 degrees 57 minutes East a distance of 554.22 feet from the southerly margin of the Memphis-Bristol Highway (U.S. 70-S); thence running with the said westerly property line of the Bellevue Church of Christ, South 23 degrees 57 minutes east a distance of 510.11 feet to an iron pin, said iron pin further described as being the southwesterly corner of the said Bellevue Church of Christ property; thence leaving the said westerly line of the Bellevue Church of Christ and running with the northerly line of the Metropolitan Board of Education property as referred to in Metropolitan County Council Resolution No. 70-1063, South 85 degrees 53 minutes 19 seconds west a distance of 630.37 feet to a point; thence leaving the said northerly property line of the Metropolitan Board of Education and running with the Metropolitan Board of Education's westerly line, South 9 degrees 27 minutes east a distance of 547.96 feet to a point; thence leaving the said westerly property line of the Metropolitan Board of Education north 85 degrees 04 minutes 40 seconds west a distance of 1068.78 feet to a point located in the centerline of Bellevue Road; thence running with the said centerline of Bellevue Road, north 4 degrees 55 minutes 20 seconds east a distance of 1023.82 feet to a point; thence leaving the said centerline of Bellevue Road and running with the southerly line of Creekwood, Phase One, South 85 degrees 04 minutes 40 seconds east a distance of 137 feet to a point; thence south 14 degrees 20 minutes east a distance of 100.50 feet to a point; thence south 32 degrees east a distance of 166 feet to a point; thence south 29 degrees 26 minutes east a distance of 248.5 feet to a point; thence north 60 degrees 30 minutes 05 seconds east a distance of 359.93 feet to a point; thence north 78 degrees 57 minutes east a distance of 186 feet to a point; thence south 88 degrees 38 minutes east a distance of 224.5 feet to a point; thence north 82 degrees 04 minutes east a distance of 106.5 feet to a point; thence north 8 degrees 19 minutes west a distance of 163.5 feet to a point; thence north 80 degrees 33 minutes east a distance of 137 feet to the point of beginning. Said tract containing 22.48 more or less, acres.

INCLUDED in the above description but EXCLUDED therefrom is a 0.82, more or less, acre tract of land dedicated for the widening of Bellevue Road on the Plan of Creekwood as of record in Book 4175, page 148, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to James H. Brewer, Trustee, with full power to mortgage, transfer, sell and convey, without joinder of any beneficiary, by deed from Bill C. Dotson and wife, and James H. Brewer and wife, of record in Book 4747, page 384, and by quitclaim deed from Bill C. Dotson and wife, Joanne P. Dotson, of record in Book 4834, page 249, and by quitclaim deed from Triangle Ranchlands, Inc., a Tennessee Corporation, of record in Book 4834, page 247, each in the Register's Office for Davidson County, Tennessee.

TOGETHER with all articles of personal property and all materials delivered to said premises for incorporation or use in any construction thereon.

INCLUDED within the foregoing but expressly excluded therefrom are the following: Building Number 13, Unit Number 150; Building Number 14, Unit Number 154; Building Number 15, Unit Number 155; Building Number 15, Unit Number 156; Building Number 15, Unit Number 157; Building Number 16, Unit Number 161; Building Number 17, Unit Number 162; Building Number 17, Unit Number 165; Building Number 18, Unit Number 169; Building Number 19, Unit Number 171; Building Number 21, Unit Number 176; Building Number 21, Unit Number 177; Building Number 21, Unit Number 178; Building Number 22, Unit Number 182; Building Number 23, Unit Number 184; Building Number 28, Unit Number 199; Building Number 28, Unit Number 200; Building Number 28, Unit Number 201; Building Number 29, Unit Number 203; Building Number 29, Unit Number 205; Building Number 30, Unit Number 207;

Building Number 30, Unit Number 208; Building Number 31, Unit Number 209; Building Number 31, Unit Number 210; Building Number 31, Unit Number 211; Building Number 31, Unit Number 212; Building Number 32, Unit Number 216; Building Number 33, Unit Number 218; Building Number 34, Unit Number 220; Building Number 34, Unit Number 223; Building Number 58, Unit Number 307; Building Number 58, Unit Number 308; Building Number 59, Unit Number 312; all as shown on the Plan of "Peppertree", Creekside Meadows Condominiums, as of record in Book 4675, pages 128 through 130, Register's Office for Davidson County, Tennessee.

Said sale shall be subject to the following:

1. Any and all unpaid taxes.

2. All rights vested in others by virtue of the execution and recording of a Master Deed establishing a Horizontal Property Regime of "Peppertree", Creekside Meadows Condominiums, dated July 15, 1974, and of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee.

3. Title to that portion of the premises embraced within the bounds of any roads or highways.

4. Any restrictive covenants, easements, or setback lines which may be applicable to said property.

JAMES I. VANCE BERRY, TRUSTEE

BOULT, CUMMINGS, CONNERS & BERRY
Attorneys

Insertion Dates: August 5, 12, 19, and 26, 1975.

LAW OFFICES

BOULT, CUMMINGS, CONNERS & BERRY

EXHIBIT 3

BOOK 4950 PAGE 60

WILLIAM HUME (1888-1950)
LAURENCE B. HOWARD (1900-1959)
LINDSEY M. DAVIS (1902-1960)
EDWIN F. HUNT (RETIRED)

REBER BOULT
JOSEPH G. CUMMINGS
JOHN T. CONNERS, JR.
JAMES I. VANCE BERRY
DAVID J. WHITE
ROBERT PAIGE THOMAS
DAVIS H. CARR
THOMAS S. NELMS III
M. TAYLOR HARRIS, JR.
J. GREER CUMMINGS, JR.
STEVE P. HATTEN

21ST FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
TELEPHONE (615) 244-2582

August 28, 1975

Mr. Robert P. Thomas
Nashville, Tennessee

Re: Peppertree Condominiums

Dear Mr. Thomas:

As Trustee of that certain Deed of Trust from James H. Brewer, Trustee, to James I. Vance Berry, Trustee, dated October 1, 1973, of record in Book 4751, page 144, Register's Office for Davidson County, Tennessee, as amended by instrument of record in Book 4861, page 403, securing an indebtedness in favor of John W. Murphree Company, I have advertised the property described in said Deed of Trust for foreclosure on Friday, August 29, 1975, at 12:00 Noon. Paragraph 8 of said Deed of Trust permits me to conduct a sale in person or through my agent. Pursuant to this authority, I hereby appoint you as agent for me to conduct the sale of this property. For this purpose, I hand to you herewith a copy of the advertisement of sale which has been published in the Nashville Record on August 5, 12, 19, and 26, 1975. You are hereby authorized to take any and all action deemed necessary by you before, after and during the sale of said property.

Sincerely yours,

James I. Vance Berry, Trustee

JIVB/gp