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IDENTIF. REFERENCE

Nov 14 4 18 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 4971 PAGE 301

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 130.000 00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF November 1975.

Notary Public

MY COMMISSION EXPIRES: 11-9-78

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

BARRETT, BRANDT & BARRETT, P.C., 9th Fl. 3rd Nat'l Bk. Bldg., Nashville
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. T.T.K. Spadafora (NAME)	Fidelity Federal Savings & Loan (NAME)	Par OH 6215
810 N. Curtiswood Dr. (STREET ADDRESS OR ROUTE NUMBER)	226 Third Avenue, North (STREET ADDRESS)	Map 132-7-31
Nashville, Tennessee 37204 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn (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~~ I, Dr. William H. Grier (divorced)

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Timothy Taylor Kay Spadafora and wife, Lois Marie Magnusson Spadafora

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 the easterly part of Not No. 16 on the Map of Glen Leven Property of John Thompson, of record in Plan Book 2, page 161, Chancery Court at Nashville, described according to a survey made by W.B.Southgate Surveyor, on May 30, 1931, as follows: BEGINNING at a point in the center of Curtiswood or Glen Leven Road at the northwest corner of Lot No. 16, being J.W. Denis' southwest corner; thence with the center of said Road in a curved line 400 feet to the corner of Lots Nos. 16 and 21; thence with the line between said two lots, north 46° 30' east 370 feet to a stake in an old road, being the corner of Lots Nos. 16, 20 and 21; thence with a line between Lots Nos. 16 and 20, north 36° 45' West 375 feet to a stake in the land of J.W. Denis; thence with his southerly line, south 49° west 340 feet 10 inches to the beginning. Being the same property conveyed to Dr. William H. Grier by deed from Clair Lindegren Lerman dated June 3, 1974 and of record in Book 4821, Page 391 Register's Office for Davidson County, Tennessee. SUBJECT TO easement by and between Nashville Trust Company, Trustee, and American Telephone and Telegraph Company, of record in Book 382, page 531, Register's Office of Davidson County, Tennessee; SUBJECT TO easement for right-of-way of Curtiswood or Glen Leven Road, lying within boundaries of premises and SUBJECT TO 1975 taxes which have been prorated and assumed by Grantee. This is imporved property, known as 810 N. Curtiswood Lane, Nashville, Tennessee 37204. This conveyance is made subject to a first mortgage Deed of Trust to Fidelity Federal Savings and Loan Association of record in Book 4821, Page 393, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 810 (House Number) N. Curtiswood Lane (Street) Nashville, Tenn. 37204 (P. O. Address) (City or Town) (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.

Witness my hand on this 14th day of November, 19 75

Dr. William H. Grier by James R. Kniffen, attorney in fact

Dr. William H. Grier by
James R. Kniffen, Attorney
in factas my power of attorney executed on October 23, 1975 and attached hereto as Exhibit A to this deed.

STATE OF TENNESSEE
Davidson County

BOOK 4971 PAGE 302

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 _____, Tennessee, this _____ day of _____ 19____

Commission expires _____

_____
Notary Public

STATE OF TENNESSEE
Davidson County

NOV 14 75 CONV 90,000.00
NOV 14 75 CONV 40,000.00
NOV 14 75 S TAX A* 338.00
NOV 14 75 R FEE A* .50
NOV 14 75 W DEED A* 14.00 A* 352.50

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he) (they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

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

My commission expires _____

_____
Notary Public

WARRANTY DEED

FROM
DR. WILLIAM H. GRIER

TO
TIMOTHY TAYLOR KAY SPADAFORA and wife, LOIS MARIE MAGUSSON SPADAFORA

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

State of Tennessee
County of Davidson

On this 14th day of November, 1975, before me personally appeared James R. Kniffen, to me known to be the person who executed the foregoing instrument in behalf of Dr. William H. Grier, and acknowledged that he executed the same as the free act and deed of said Dr. William H. Grier.

VICKI Y. SANTIAGO NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires

Vicki Y. Santiago
Notary Public

KNOW ALL MEN BY THESE PRESENTS that I, William H. Grier, M. D. of Detroit, Michigan, have made, constituted and appointed and by these presents do make, constitute and appoint James R. Kniffen, Attorney at Law, of Nashville, Davidson County, Tennessee, my true and lawful attorney in fact for me and in my name and stead, to sell and convey in my name by deed in fee simple with general warranty in such manner and in such price and on such terms of payment as ~~he may deem proper~~ ARE SPELLED OUT IN THE ATTACHED CONTRACT, a certain parcel of land owned by me, situated in Nashville, Davidson County, Tennessee and described as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit: Lane in Davidson County, Tennessee, being the easterly part of Lot No. 16 on the Map of Glen Leven Property of John Thompson, of record in Plan Book 2, page 161, Chancery Court at Nashville, described according to a survey made by W. B. Southgate Surveyor, on May 30, 1931, as follows: BEGINNING at a point in the center of Curtiswood or Glen Leven Road at the northwest corner of Lot No. 16, being J. W. Denis' southwest corner; thence with the center of said Road in a curved line 400 feet to the corner of Lots Nos. 16 and 21; thence with the line between said two lots, north 46° 30' east 370 feet to a stake in an old road, being the corner of Lots Nos. 16, 20 and 21; thence with a line between Lots Nos. 16 and 20, north 36° 45' West 375 feet to a stake in the land of J. W. Denis; thence with his southerly line, south 49°west 340 feet 10 inches to the beginning. BEING the same property conveyed to Leonard S. Lerman and wife, Claire L. Lerman, be deed from Robert B. Albergotti and wife, Carolyn W. Albergotti, of record in Book 3999, page 461, Register's Office for Davidson County, Tennessee, the parties having since been divorced and the interest of the said Leonard S. Lerman having been divested out of him and vested in Claire Lindegren Lerman, by decree of the Fourth Circuit Court at Nashville, a certified copy thereof being of record in Book 4820, page 846, Register's Office for Davidson County, Tennessee.

SUBJECT TO easement by and between Nashville Trust Company, Trustee, and American Telephone and Telegraph Company, of record in Book 382, page 531, Register's Office of Davidson County, Tennessee; SUBJECT TO easement for right-of-way of Curtiswood or Glen Leven Road, lying within boundaries of premises and SUBJECT TO 1974 taxes which have been prorated and assumed by Grantee.

This is improved property, known as 810 N. Curtiswood Lane, Nashville, Tennessee 37204.

EXHIBIT A TO WARRANTY DEED

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My said attorney in fact may sell the above described property under the terms and conditions as ~~he might determine to be both reasonable and just~~ STATED IN THE ATTACHED CONTRACT with the proceeds from said sale to be transferred to me as the Seller of said property. If said land shall be sold partly upon deferred payments, such deferred payments shall be evidenced by a purchased money note or notes payable to me and secured by a Deed of Trust to a Trustee as my attorney in fact may WITH MY APPROVAL select and in such form as I APPROVE AND my said attorney in fact may approve.

I do hereby ratify and confirm all things done by my said attorney in fact within the scope and authority herein given him as fully as if by me personally done and performed.

IN TESTIMONY WHEREOF, I have hereunto set my signature this 23rd day of October, 1975.

William H. Grier M.D.
WILLIAM H. GRIER, M.D.

COUNTY OF WAYNE

STATE OF MICHIGAN

Sworn to and subscribed before me, a Notary Public, this 23rd day of October, 1975.

D. Andreski
NOTARY PUBLIC

MY COMMISSION EXPIRES:

D. F. ANDRESKI
Notary Public, Macomb County, Mich.
Acting in Wayne County, Mich.
~~My Commission Expires Jan. 29, 1979~~

D. F. ANDRESKI NOTARY PUBLIC MACOMB COUNTY, MICHIGAN

CONTRACT OF SALE

THIS CONTRACT OF SALE, made this 20th day of October, 1975, by and between Dr. William H. Grier, hereinafter called SELLER, and Timothy Taylor Kay Spadafora and wife Lois Marie Magnusson Spadafora, hereinafter called PURCHASER,

witnesseth:

1. For and in consideration of the mutual promises and undertakings herein set forth and the deposit of FIVE THOUSAND DOLLARS ($5,000.00) by PURCHASER to SELLER, SELLER agrees to sell and convey and PURCHASER agrees to purchase all that certain lot or piece of ground, with the buildings and improvements erected thereon, situate in the County of Davidson, State of Tennessee, being part of Lot 16, Thompsons Glen Leven, and known as 810 North Curtiswood Lane.

2. PURCHASER agrees to pay or cause to be paid to SELLER the sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00), upon the terms and in the manner following:

a. FIVE THOUSAND DOLLARS ($5,000.00), evidenced by personal check, upon the signing of this contract, the receipt of which is hereby acknowledged;

b. TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), by certified check, on the delivery of the deed as hereinafter provided;

c. SIXTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS ($68,400.00), by taking title subject to a first mortgage now a lien on said premises not exceeding said amount, bearing interest at the rate of 9 1/4% per annum, the principal being due and payable in equal monthly installments of $641.11, including said interest, which PURCHASER will assume and agree to pay, it being understood that PURCHASER's obligation to perform under this contract is contingent upon the consent of the holder of the first mortgage to the assumption by PURCHASER of said first mortgage.

d. THIRTY-ONE THOUSAND SIX HUNDRED DOLLARS ($31,600.00), more or less, being the balance of the purchase price, by PURCHASER executing, acknowledging and delivering to SELLER a note in said amount secured by a purchase money second mortgage on all of the premises being sold, which note shall be dated the date of settlement and payable on or before March 15, 1976, together with interest at the rate of 8 1/2 % per annum from the date of settlement to the date of payment in full of said note. Said purchase money second mortgage is to be subject and subordinate to the lien of the existing first mortgage of $68,400.00, any extension thereof, and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof.

3. Immediately upon execution of this contract, PURCHASER shall, at SELLER's expense, cause title to the premises to be examined by a reputable title company, and PURCHASER agrees promptly after PURCHASER receives a title report to furnish to SELLER written notice of any objections to title that PURCHASER may have. SELLER shall be given a reasonable time to correct any defects reported in the title examination, but in the event that the defects in title are of such character that they may be remedied by legal action, such legal action must be taken promptly by SELLER at its own expense. In the event that any defects in title cannot be corrected within a reasonable time and are not waived by PURCHASER, this contract shall be terminated at such event, SELLER shall refund the deposit paid by PURCHASER, and neither party shall have any further obligation to the other.

4. SELLER agrees, at SELLER's expense, to have the premises inspected for the purpose of determining the existence of termite infestation or termite damage and, should any such termite infestation or damage be found, to correct the termite condition at SELLER's sole cost and expense.

5. SELLER hereby grants PURCHASER the right to enter the premises, together with men and materials, at any time after the execution hereof, for the purpose of making, at PURCHASER's expense, an accurate survey of the boundaries of the premises. It is understood that PURCHASER's obligation to perform under this contract is contingent upon said survey showing at least 3.2 acres of land.

6. SELLER shall bear the risk of all loss or damage to the property hereby sold from all causes until the closing date. In the event of any loss or damage in excess of ONE THOUSAND DOLLARS ($1,000.00), SELLER shall notify PURCHASER thereof promptly in writing, and, at PURCHASER's option, SELLER shall either (a) repair and restore the damaged portion of the property to its condition immediately before such occurrence, or (b) convey or assign the property so damaged at the closing to PURCHASER in its damaged condition and assign or turn over any claims SELLER has under the insurance policies covering the damaged property. In the event PURCHASER elects to require SELLER to repair and restore, SELLER shall commence such repairs and restoration promptly and shall pursue the completion of same with due diligence and, at PURCHASER's option, closing may be adjourned until such repairs and restoration are completed.

Notwithstanding the foregoing, in the event the cost of restoration or repair of the damage or destruction exceeds TWENTY THOUSAND DOLLARS ($20,000.00), as estimated by a reputable contractor, PURCHASER shall have the option to cancel this contract. Upon such cancellation, SELLER shall forthwith refund to PURCHASER the deposit provided for herein, and the relations of the parties shall be the same as if this contract had never been made.

7. Closing shall take place on or before November 15, 1975. At the time of closing, SELLER shall deliver to PURCHASER a good and valid general warranty deed conveying fee simple title to the premises. The following shall be apportioned and adjusted as of midnight of the date of closing:

a. Real estate taxes for the current year;
b. Utility charges, including electricity, gas, and water;
c. Interest on the existing first mortgage; and
d. Premiums on all transferrable insurance policies, to the extent that PURCHASER elects to have such policies transferred to it at time of closing.

8. If PURCHASER fails for any reason to make settlement in accordance with and when required by the terms of this contract, the aforementioned deposit shall be forfeited to SELLER as liquidated damages, and this contract shall become null and void. In the event that SELLER fails to perform pursuant hereto, the sole liability of SELLER will be to refund to PURCHASER the amount or amounts paid on account of the purchase price and to pay the cost of examining the title and the cost of any survey made in connection therewith, and upon such refund and payment being made, this contract shall become null and void.

9. The parties hereto agree that R. Graham Realtors was the broker who brought about this transaction, and SELLER agrees to pay the brokerage commission for the sale in accordance with its separate agreement with said broker.

10. This contract shall be null and void if not executed by both parties hereto no later than 12:00 noon on Friday, October 24, 1975.

11. The words "SELLER" and "PURCHASER" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires.

12. This contract contains the final and entire agreement between the parties hereto, and they will not be bound by any terms, conditions or representation not herein contained. This contract may not be terminated, modified or amended orally or by any other means saving and excepting an agreement in writing signed by both SELLER and PURCHASER.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract.

Attest:

Marsha Hurst

SELLER:

James R. Kittle Attorney in fact for William H. Brier Jr.

Attest:

PURCHASER: