D 44700

IDENTIFICATION REFERENCE

APR 14 3 21 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5015 PAGE 396

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $500,111.42.

J. M. Oliphant
Affiant

Subscribed and sworn to before me this 13TH day of April, 1976.

Notary Public

My commission expires 9/16/78.

This instrument prepared by
GULLETT, STEELE, SANFORD, ROBINSON & MERRITT
L & C Tower, Nashville, Tenn.

Address new owners as follows:
Home Federal Savings & Loan Association
230 Fourth Avenue, North
Nashville, Tennessee 37219

Send Tax Bills to: Same

Map-Parcel Numbers
74-4
26-0

PW

TRUSTEE'S DEED

THIS INDENTURE, made and entered into on this the 8th day of April, 1976, by and between Charles Nelson, Jr., TRUSTEE, FIRST PARTY, and Home Federal Savings & Loan Association of Nashville, SECOND PARTY,

W I T N E S S E T H:

WHEREAS, by a deed of trust, dated March 8, 1974, of record in Book 4795, page 538, Register's Office for Davidson County, Tennessee, Marion Thurman and wife, Eva M. Thurman conveyed to Charles Nelson, Jr., Trustee, the hereinafter described property to secure the payment of a promissory note in the original principal sum of Seven Hundred Thirty-Six Thousand and no/100 ($736,000.00), and,

WHEREAS, default was made in the payment of said promissory note and the holder thereof directed First Party to advertise and sell said property in satisfaction of said indebtedness, and the costs of foreclosure, in accordance with the terms and provisions of said note and deed of trust; and,

WHEREAS, pursuant to said notice, First Party did advertise said property for sale in accordance with the terms and provisions of said note and deed of trust, notices of the time and place of said sale being published in The Nashville Record

on March 9, 16, and 23, 1976, and,

WHEREAS, First Party did offer said property for sale at the south door of the Court House in Davidson County, Tennessee, on Thursday, April 8, 1976, at 12:00 o'clock noon, Second Party, being the highest and best bidder thereof, became the purchaser of said property at and for the sum of Five Hundred Thousand One Hundred Eleven and 42/100 ($500,111.42), and said sum of said bid having been paid, the receipt therefor is hereby acknowledged.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, First Party has this day bargained and sold and does by these presents transfer and convey unto Second Party, its successors and assigns, the following described real property, situated in Davidson County, Tennessee:

Land in the 4th Civil District of Davidson County, Tennessee, described according to a survey of R. L. Spears, revised August 3, 1973, as follows:

Beginning at a point in the center of Bonnafair Drive; thence crossing the westerly margin of said Drive and along the northerly line of Lot No. 961, Hermitage Hills, Section 8, of record in Book 3600, page 24, south 80° 53' west 185 feet to a concrete monument; thence south 9° 07' east 90 feet more or less, to a point in the northerly line of Lot No. 781, of Hermitage Hills, Section 10, of record in Book 3600, page 50; thence south 70° 02' west 194.5 feet to a concrete monument; thence with Lots Nos. 1044 through 1055 of said subdivision the following courses and distances North 24° 26' west 109.78 feet to a concrete monument; thence north 41° 45' west 116.2 feet to a concrete monument; thence north 23° 57' east 247.48 feet to a concrete monument; thence north 14° 54' east 138 feet to a concrete monument; thence north 30° 38' west 125.43 feet to a concrete monument; thence north 85° 21' west 88.25 feet to a concrete monument; thence north 44° 01' west 191.4 feet to a concrete monument; thence leaving said Section 10, north 15° 03' west 231 feet more or less, to a point; thence north 51° 21' east 159.2 feet to a point; thence north 37° 29' west 99.2 feet to a point; thence south 64° 49' west 84.3 feet to a point; thence north 2° 03' east 524.70 feet to a point in the southwesterly corner of property conveyed to Paul Willoughby; thence with his south line, south 61° 22' east 383.95 feet to a point in the northwesterly corner of property conveyed to Kenneth Willoughby; thence with his westerly line south 25° 55' west 165.3 feet to a point; thence south 76° 49' east 150 feet to a point; thence with a curve to the right of radius of 225 feet, in a northeasterly direction 100 feet to a point; thence continuing with said curve 291.51 feet to a point; the southeast corner of property conveyed to Walter Butler; thence with his east line north 22° 53' east 349.55 feet to a point in John R. Willoughby west line; thence south 37° 42' east 620.76 feet to a point; thence with said Willoughby's south line, north 71° 45' east 897.65 feet to a point; thence south 79° 53' east 149.74 feet to a point in the westerly line of property conveyed to State of Tennessee; thence south 3° 38' east 1206.55 feet to a point; thence continuing with said line 450 feet more or less to a concrete monument in the rear line of Lots 922, Hermitage Hills, Section 8 of record in Book 3600, page 24; thence with the rear line of Lots 908 through 922 the following courses and distances: north 25° 50' west 472.83 feet to a concrete monument; thence south 83° 20' west 619.45 feet to a concrete monument; thence south 64° 48' west 218.32 feet to a concrete monument; thence south 47° 04' west 101.2 feet to a concrete monument; thence south 46° 41' west 67.2 feet to a concrete monument; thence north 60° 52' west 84.65 feet to a concrete monument; being the rear line of said Lot No. 908, thence with the rear line of Lot 960 of said Subdivision, north 35° 36' west 89.83 feet to a concrete monument; thence with the north line of said Lot 960 and crossing the easterly

margin of Bonnafair Drive, south 80° 53' west 180 feet to the center line of said Drive; thence with the center of said drive, north 9° 07' west 25 feet to the point of beginning.

Included in the above but excluded therefrom is a tract of land conveyed to Hermitage Aquatic Club, Book 3845, page 921, said Register's Office as follows:

A tract of land in the 4th Civil District of said County, beginning at a point in the west right of way of a proposed extension of Bonnafair Drive, a 60-foot road; location of said point of beginning being from Section 7, Hermitage Hills, Book 3300, page 63, Register's Office for said County, north 9 degrees 07' west 191.0 feet to a point; thence 412.31 feet along a curve having a radius of 559.8 feet to the established point of beginning; thence from said point of beginning in a westerly direction 37.13 feet along a curve having a radius of 25.0 feet to an iron pin in the easterly right-of-way of a proposed 50 foot road thence along said right-of-way in a north northwesterly direction 190.41 feet around a curve having a radius of 292.37 feet to an iron pin; thence north 24 deg. 34' west 223.32 feet to an iron pin; thence continue in a northerly direction 198.57 feet around a curve having a radius of 368.0 feet to an iron pin; thence leaving said right-of-way and radial to said road south 83 degrees 39' east 327.1 feet to an iron pin in the westerly right-of-way of another proposed 50 foot road; thence along said right-of-way in a southerly direction 144.44 feet around a curve having a radius of 268.41 feet to an iron pin; thence south 38 degrees 27' east 166.18 feet to an iron pin; thence around a curve having a radius of 25 feet, a distance of 39.27 feet to an iron pin in the north right-of-way of the above mentioned Bonnafair Drive; thence along said right-of-way south 51 degrees 33' west 95.0 feet to an iron pin; thence continuing along said right-of-way 180.42 feet along a curve having a radius of 559.80 feet to the point of beginning, and containing 3.56 acres, more or less.

Being the same property conveyed to Marion Thurman and wife, Eva M. Thurman, by deed from Hermitage Lands, Inc., and Miller Kimbrough, Trustee, with full power, of record in Book 479, page 533, said Register's Office.

TO HAVE AND TO HOLD, the aforesaid real estate unto the said Second Party, its successors and assigns, forever, and in bar of equity of redemption, homestead, dower, and all other exemptions of every kind.

And I, Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to said land only as to such title coming through or by me to the said Second Party, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the First Party has hereunto set his signature this the day and date above written.

Charles Nelson, Jr., Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Nancy Skelton, a Notary Public in and for said County and State, the within named Charles Nelson, Jr., Trustee, 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 13th day of April, 1976.

Nancy Skelton
Notary Public

My commission expires: 9/16/78

APR 14 76	CONV	*	@ 500,111.42		
APR 14 76	S'TAX		B* 1,300.26		
APR 14 76	PR'FEE		B* .50		
APR 14 76	W'DEED		B* 6.00	*	1,306.76