THIS INSTRUMENT PREPARED BY
RODNEY VICTOR AHLES
ATTORNEY AT LAW - 211 E Main St
LEBANON, TENNESSEE 37087

Mail

BOOK 5075 PAGE 817

SEND TAX BILLS TO:
Commerce Union Bk
1020 W. Main
Lebanon, Tenn.

I (or We) hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $25,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

R. V. Ahles
Affiant

Subscribed and sworn to before me this the 9th day of Sept 1976
Leo Margie K. Price, Reg.

MAP: 74-13 PARCEL: 131

IMRPOVED: X; UNIMPROVED:

D E E D

THIS INSTRUMENT made and entered into on this the 25th day of August, 1976, by and between David Penuel, Substitute Trustee, Party of the First Part, and Commerce Union Bank, Party of the Second Part,

WHEREAS by deed of trust dated the 8th day of May, 1975, of record in the Register's Office for Davidson County, Tennessee, in Book 4912, Page 380, Ted H. Hughes and wife, Connie A. Hughes, conveyed to John F. Smith, Trustee, the hereinafter described real property, to secure the payment of a promissory note in the sum of Seventeen-Thousand-Nine-Hundred-Sixty-Nine Dollars and Four Cents ($17,969.04) payable to Commerce Union Bank; and

WHEREAS, the said John F. Smith, Trustee, being unable to act as such Trustee, and having resigned, the legal owner and holder of said deed of trust and the note thereby secured, by virtue of the power and in accordance with the provisions of said deed of trust, appointed David Penuel as Substitute Trustee to act in the place and stead of said John F. Smith, Trustee, named in said deed of trust, and said Substitute Trustee was vested with all of the rights and privileges of the original Trustee, which said resignation of said Trustee and appointment of said Substitute Trustee is of record in Book 5051, Page 885, Register's Office for Davidson County, Tennessee; and

WHEREAS, default was made in the payment of said promissory note, and the holder thereof having directed the Party of the First Part to sell said property, as provided by said deed of trust, the Party of the First Part did advertise said property to be sold on August 25, 1976 at 1:00 p.m., C.D.T., at the North door of the Courthouse for Davidson County, Tennessee, at Nashville, in accordance with the provisions in the aforesaid deed of trust by advertising said property to be sold on said date by three (3) weekly consecutive publications in the Nashville Record, Nashville, Tennessee, and pursuant to said publications, on August 25, 1976 at 1:00 p.m., C.D.T., the First Party offered said property for sale, at the North door of the Courthouse in Davidson County, Tennessee, at Nashville, and after receiving competitive bids, sold said property to Commerce Union Bank at the price of One-Hundred-Dollars ($100.00), this being the highest, last, and best bid; NOW, THEREFORE, THIS DEED WITNESSETH:

THAT FOR AND IN CONSIDERATION of the Second Party paying to the First Party the aforesaid sum of One-Hundred-Dollars ($100.00), cash in hand paid, the receipt of which is hereby acknowledged, the First Party has this day bargained and sold, and by these presents does hereby sell, transfer, and convey unto the Second Party, its successors and assigns, the following described tract or parcel of land, together with all improvements and appurtenances thereunto belonging, to-wit:

> A tract or parcel of land, together with all improvements and appurtenances thereunto belonging, situate and lying in Davidson County, Tennessee, the same being Lot No. 499 on the Plan of Hermitage Hills Subdivision, Section 5, of record in Book 3300, Page 1 and 2, in the Register's Office for Davidson County, Tennessee. Said Lot No. 499 front 85 feet on the Southerly margin of Bonnavista Drive, and runs back 150 feet on the Easterly side line, and 154.38 feet on the Westerly side line, and 74 feet across the rear line.
>
> Being the same property conveyed to Ted. H. Hughes and wife, Connie A. Hughes, by deed of Raymond Smith and wife, Shirley L. Smith, dated March 19, 1973 and of record in Book 4691, Page 151, in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid property, together with all improvements and appurtenances thereunto belonging, unto the Party of the Second Part, its successors and assigns, forever, in fee simple, and in bar of all right or equity of redemption, homestead, dower, and all other exemptions of every kind.

AND THE FIRST PARTY as Substitute Trustee does hereby transfer, assign, and set over unto the Second Party, all of the covenants and warranties contained in the aforesaid deed of trust, and does hereby warrant the title as fully as he is authorized to do as Substitute Trustee, but not further or otherwise.

WITNESS THE SIGNATURE of the First Party on this the day and date first above written.

DAVID PENUEL
SUBSTITUTE TRUSTEE

STATE OF TENNESSEE
COUNTY OF WILSON

OCT-6	CONV	25,000.00		
OCT-6	S'TAX	B*	65.00	
OCT-6	PR'FEE	B*	.50	
OCT-6	W'DEED	B*	6.00	* 71.50

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named bargainor, David Penuel, with whom I am personally acquainted, and who acknowleged to me the execution of the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Lebanon, Wilson County, Tennessee, on this the 25th day of August, 1976.

My Commission Expires:
7-14-79

NOTARY PUBLIC

T
IDENTIF. REFERENCE

OCT 6 2 37 PM '76
FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

D71374

RODNEY V. AHLES
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE