BOOK 5080 PAGE 275

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
Sara W. Tinnon, et vir

TO
Judy E. Mayes

For draftsman's use

This instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Judy E. Mayes (NAME)	SAME (NAME)	MAP 19-13
216 East Cedar St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 91
Goodlettsville, TN. 37072 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

B 73446

(FOR REGISTER'S USE)

IDENTIF. REFERENCE
Oct 21 9 56 AM '76
REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 28,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF October, 1976.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TWENTY-EIGHT THOUSAND AND NO/100---------- ($28,000.00) DOLLARS

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee, herein, has executed her promissory note of even date herewith, payable to the order of Sara W. Tinnon, in the amount of $25,500.00, payable in consecutive monthly installments of $229.44, per month, including interest at 9%, payable over a period of twenty (20) years, with the first payment due December 1, 1976. This note may not be assumed by others unless approved by the legal owner of said note.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Sara W. Tinnon and husband, Frank R. Tinnon,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Judy E. Mayes

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOTS 1 and 10 of the subdivision of R. A. Cartwright's heirs as shown on the plan of record in the Office of the Register of Davidson County, Tennessee, in Book 421, Pages 144 and 145.
SAID Lot 1 fronts 100 feet on the North line of the Long Hollow Turnpike and extends back northwardly between parallel lines 200 feet to the South line of Lot 10.
SAID Lot 10 fronts 100 feet on the South side of Connell Street and runs back eastwardly between parallel lines 200 feet to the North line of Lot 1.
BEING the same property conveyed Sara W. Tinnon, by deed from Mrs. Charles Cartwright, a widow, of record in Book 4677, Page 597, Register's Office Davidson County, Tennessee.
INCLUDED in the above description but expressly EXCLUDED is Lot 10 which has been previously conveyed prior to conveyance to Sara W. Tinnon.

This note may not be assumed by others unless approved by the legal owner of said note.

OCT 21 76	CONV	28,000.00		
OCT 21 76	MORT'G	25,500.00		
OCT 21 76	S'TAX		B* 72.80	
OCT 21 76	S'TAX		B* 23.50	
OCT 21 76	GR'TEE		B* .50	
OCT 21 76	RDEED		B* 4.00	* 100.80

This is improved (XX) unimproved ( ) property, known as Long Hollow Pike, Goodlettsville, Tennessee 37072
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto E. L. Edwards, Jr. Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ actual value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We 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 case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 20th day of October 19 76.

Sara W. Tinnon — SARA W. TINNON

Judy E. Mayes — JUDY E. MAYES

Frank R. Tinnon — FRANK R. TINNON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sara W. Tinnon and husband, Frank R. Tinnon, and Judy E. Mayes, the 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 Goodlettsville Tennessee, this 20th day of October, 19 76.

Sarah Arthur, Notary Public.

Commission expires 2/19/78.

NOTARY PUBLIC DAVIDSON COUNTY TENN.

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 _____.

RETURN TO THOMSON REALTY CO. INC. 106 MEMORIAL DR. GOODLETTSVILLE, TN 37072

Re-record

BOOK 5080 PAGE 277

VA Form 26-6340c (Home Loan)
Revised April 1970. Use optional.
Section 1810, Title 38, U.S.C.
Acceptable to Federal National
Mortgage Association.

This instrument prepared by:
Michael J. Philbin, Atty.
300 James Robertson Pkwy.
Nashville, Tennessee

This Deed of Trust being re-recorded
to correct principal & interest

BOOK 5072 PAGE 241

STATE OF TENNESSEE

DEED OF TRUST

SHORT FORM

Reference is made to a Master Deed of Trust which is recorded in the counties named herein in accordance with the provisions of Tennessee Code Annotated, Title 15, Section 211-214. The Grantors herein adopt the provisions of the Master Deed of Trust all of which are included in this instrument by reference.

THIS INDENTURE, Made this 24th day of September 19 76, by and between William E. McGee and wife, Eleanor B. McGee

hereinafter jointly and severally designated

Grantor, party of the first part, Michael J. Philbin

Trustee(s), hereinafter designated Trustee, party of the second part, and

ENGEL MORTGAGE COMPANY, INC.

hereinafter designated Holder, party of the third part,

WITNESSETH, That Grantor in consideration of the undertakings hereinafter stated, does hereby, sell, transfer, and convey unto the Trustee, the following described property in , County of Davidson , and State of Tennessee, to wit:

OCT 21 76 MISC B* 4.00 * 4.00

Being Lot No. 11 on the Plan of Walnut Grove, as of record in Book 2133, page 87, Register's Office for said County.

Said Lot No. 11 fronts 130 feet on the southerly side of June Drive and runs back 174.6 feet on the easterly line and 164.4 feet on the westerly line, to a dead line, measuring 91 feet thereon.

Being the same property conveyed to William E. McGee and wife, Eleanor B. McGee by deed from Robert E. Miers and wife, Judy M. Miers and recorded simultaneously with this instrument.

Re-record Book D 7347

TENNESSEE REFERENCE

OCT 21 9 58 AM '76

REGISTER

FEE

SEP 27 76	MORT'G	34,900.00			
SEP 27 76	ST'TAX		B*	32.90	
SEP 27 76	PR'FEE		B*	.50	
SEP 27 76	T'DEED		B*	4.00	* 37.40

together with the privileges and appurtenances and the rents, issues and profits of the above described property (provided, however, that the Grantor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the same to the Trustee, his successors in trust, and assigns, forever.

This conveyance is made in trust, however, to secure the payment of the principal sum of THIRTY FOUR THOUSAND NINE HUNDRED AND NO/100------ Dollars ($ 34,900.00), evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of eight-one half per centum (8-1/2 %) per annum on the unpaid balance until paid. Principal and interest shall be payable in monthly installments of Two Hundred Sixty Eight and 38/100---------- Dollars ($ 268.38), commencing on the first day of November , 1976 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 2006.

In executing and delivering this instrument and the note secured hereby, it is agreed that all of the covenants and obligations of the Grantor to the Holder are contained herein and in the master Deed of Trust consisting of paragraphs one through twenty, all the provisions of which are incorporated herein by reference and made an integral part of this instrument, the same as if set forth herein verbatim. A copy of the master Deed of Trust is hereby acknowledged and it is hereby understood and agreed that the original master Deed of Trust is recorded in the County Registers Office on Feb. 16, 1970, in the book, volume or reel, and at the page, image or file number as follows to wit:

County	Reel, Vol. or Book	Image, File or Page	County	Reel, Vol. or Book	Image, File or Page	County	Reel, Vol. or Book	Image, File or Page
Anderson	300	390	Hamilton	1877	24	Morgan	Misc. Series 15	21-22
Bedford	161	143	Hancock	13	343	Obion	Misc. 35-G	314-15
Benton	63	140	Hardeman	215	6	Overton	50	303
Bledsoe	44	217	Hardin	5-W	222	Perry	Misc. 4	121
Blount	273	263	Hawkins	106	463	Pickett	16	87
Bradley	163	517	Haywood	107	394	Polk	50	472-74
Campbell	67	227	Henderson	183	650-51	Putnam	A-103	755
Cannon	ZZZ	212	Henry	103	413-14	Rhea	61	281-82
Carroll	135	513	Hickman	8	383	Roane	185	429
Carter	Misc. Vol. 25	361	Houston	Con. Misc. Series 4	32	Robertson	LM Bk 91	583
Cheatham	142	356	Humphreys	92	95	Rutherford	A-188	301
Chester	62	393	Jackson	51	239-40	Scott	56	171
Claiborne	78, Series 3	297	Jefferson	110	159	Sequatchie	Tr. Vol. 34	247
Clay	Misc. Vol. 1	75-77	Johnson	Misc. 5	114	Sevier	107	315
Cocke	Fed. Vol. 7	108-09	Knox	1542	908	Shelby	F3 6336	--
Coffee	134	648	Lake	103	115-16	Smith	8	14-15
Crockett	34	325-27	Lauderdale	64	49	Stewart	176	319
Cumberland	Misc. 80	57-58	Lawrence	146	395-96	Sullivan-2 offices		
Davidson	4398	7	Lewis	33	47	Blountville	457-B	547
Decatur	67	447-48	Lincoln	160	653	Bristol	221	616
DeKalb	E-4	506-07	Loudon	110	379-80	Sumner	231	131
Dickson	1	159	McMinn	126	239-40	Tipton	306	79
Dyer	3-X	669-70	McNairy	Misc. 4	539-40	Trousdale	1	223
Fayette	162	518	Macon	86	464	Unicoi	Misc. 30	587-88
Fentress	Misc. 24	398	Madison	369	9	Union	G-Vol. 2	302-05
Franklin	206	198	Marion	T-15	263	Van Buren	R	409
Gibson	O.R. Vol. 26	236	Marshall	20	443	Warren	99	475
Giles	R.E.M. 117	226	Maury	628	261	Washington	480	57
Grainger	55	242	Meigs	2	374	Wayne	46	29
Greene	218	376	Monroe	K-4	109	Weakley	219	439
Grundy	43	311	Montgomery	O.R. Vol. 98	910	White	118	523
Hamblen	195	234	Moore	27	585	Williamson	153	125
						Wilson	255	373

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand(s) and seal(s) on the day and year first above written.

Signed, sealed and delivered in the presence of:

X William E. McGee [SEAL]
William E. McGee

---------- [SEAL]

X Eleanor B. McGee [SEAL]
Eleanor B. McGee

STATE OF TENNESSEE
COUNTY OF Davidson } ss:

On this 24th day of September , 19 76 , before me personally appeared William E. McGee and wife, Eleanor B. McGee to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Official Seal.

My commission expires 11-6-79

Notary Public
Official Title

JAMES L. JACKSON NOTARY PUBLIC LARGE STATE OF TENN.

STATE OF TENNESSEE

Deed of Trust

William E. McGee et ux

TO

Michael J. Philbin Trustee.

FOR

ENGEL MORTGAGE CO., INC.

D 6 9 7 8 8

M. , 19

IDENTIF. REFERENCE

Sep 27 10 09 AM '76

REGISTER DAVIDSON CO. TENN.

Filed for Registration at o'clock and noted in Note Book and recorded in Record Book No. Page

Fee Paid.

By