This instrument prepared by: Thomas P. Kanaday, Jr.,
19th Floor Third Natl. Bk. Bldg., Nashville,
Tennessee 37219

Instrument Used

5083 PAGE 433

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
20th Century Real Estate	Corp. Same	
(NAME)	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in consideration of the total sum of $228,000.00 of which sum a total of $50,000.00 has been paid to the grantors in the capital stock of Twentieth Century Real Estate Corporation, as follows:

(a) 2,500 shares to M. Norvel Young, Jr., and wife, Helen M. Young

(b) 1,750 shares to Jim Bill McInteer and wife, Betty B. McInteer

(c) 750 shares to Winston M. Moore and wife, Martha B. Moore

the receipt of which shares is hereby acknowledged and a portion of the remainder of the said consideration consisting of $99,880.24 to be paid by grantee in three promissory notes of even date as follows:

(a) $49,940.12 promissory note to M. Norvel Young, Jr.

(b) $34,958.08 promissory note to Jim Bill McInteer

(c) $14,982.04 promissory note to Winston M. Moore and wife, Martha B. Moore

each of said notes bears interest at the rate of eight (8%) per cent per annum and each note shall be payable in 300 equal monthly installments, the first payment being due on May 1, 1970, and a like amount on the first day of each succeeding month until paid in full. Said payments shall be applied first to the payment of interest at the rate of eight (8%) per cent per annum on the principal sum or so much of the principal sum as shall from time to time remain unpaid, and the balance of each monthly payment shall be applied to the payment of the principal sum, until the entire amount, both principal and interest, has been paid in full. The privilege is reserved of paying any number or all on any monthly paying date. Said notes provide for payment of attorney's fees incurred in the event of default; and to secure the payment of the aforesaid indebtedness, evidenced by the three said notes, including principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed; the balance of said consideration being the assumption of the outstanding indebtedness secured by the tracts set forth below.

We, Winston M. Moore and wife, Martha B. Moore, M. Norvel Young, Jr., Jim Bill McInteer, and Young and McInteer, a partnership composed of M. Norvel Young, Jr. and Jim Bill McInteer, have this day bargained and sold, and do hereby transfer unto Twentieth Century Real Estate Corporation, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I

Being the westerly 50 feet, more or less, of Lots 39 & 40 on the plan of Victoria Place, of record in Book 332, page 10, Register's Office for said County, described as follows: BEGINNING on the northerly margin of Paris Avenue 110 feet more or less, westerly from the westerly margin of 12th Avenue South, also known as Granny White Pike or Middle Franklin Turnpike, being the southwest corner of a part of said lots conveyed to G. L. Thalman to James N. Chamberlin, Trustee, by deed of record in Book 374, page 221, said Register's Office; thence with the westerly line of said Chamberlin lot, northerly 120 feet, more or less, to the line between lots numbers 38 & 39; thence with said line westerly 50 feet, more or less, to the easterly margin of an alley; thence with said alley southerly

120 feet, more or less, to the northerly margin of Paris Avenue; thence with said Avenue easterly 50 feet, more or less to the beginning.
Being the same property conveyed to Young & McInteer, a partnership composed of M. Norvel Young, Jr. and Jim Bill McInteer, by deed from Birton D. Blackburn and wife, Kittie Page Blackburn, of record in Book 4223, page 918, Register's Office of Davidson County; and the same property in which an interest was conveyed by Young & McInteer, a partnership, to Winston Martin Moore and wife, Martha Blackley Moore of record in Book 4380, page 355, Register's Office of Davidson County. The above described property is subject to the lien retained by the vendor in the installment deed of record in Book 4223, page 918, Register's Office of Davidson County which indebtedness is assumed by the grantee herein.
This is improved property known as 1204 Paris Avenue, Nashville, Tennessee.

TRACT II

Being lots numbers 37 & 38 and part of lot 36 on the map of Victoria Place, of record in Book 332, page 10, Register's Office of Davidson County.
Said lots numbers 37 & 38 front together 110 feet, more or less, on the westerly side of 12th Avenue South, also known as Granny White Pike, as widened, and run back between parallel lines, 154 feet, more or less, to an alley.
Said part of lot number 36 fronts 40 feet, more or less, on the westerly side of 12th Avenue South, also known as Granny White Pike, as widened, and runs back along the northerly margin of lot 37, between parallel lines 100 feet, more or less, to a dead line.
Being the same property conveyed to Young & McInteer, a partnership composed of M. Norvel Young, Jr. and Jim Bill McInteer, by deed from Logan Realty Company, a partnership, of record in Book 3977, page 817, Register's Office of Davidson County; and the same property in which an interest was conveyed by Young & McInteer, a partnership, to Winston M. Moore and wife, Martha Blackley Moore, of record in Book 3977, page 817, Register's Office of Davidson County.
The above described property, Tract II, is subject to the lien retained by the vendor in the installment deed of record in Book 4380, page 353, Register's Office of Davidson County which indebtedness is assumed by the grantee herein.
This is improved property known as 2809 Granny White Pike, Nashville, Tennessee.

TRACT III

Being lots numbers 67, 68, 69 & 70 on the map of Dr. L. G. Noel's 2nd Subdivision of Idlewild, as of record in Book 332, page 77, Register's Office of Davidson County

Said lots 67 & 68 adjoin and front together 100 feet, more or less, on the northerly side of Pope Street and run back between parallel lines 150 feet to an alley in the rear.
Being the same property conveyed to M. Norvel Young, Jr. and Jim Bill McInteer, a 50 per cent interest each, by deed from John S. Lester and wife of record in Book 2901, page 492 Register's Office of Davidson County; and the same property in which a 15 per cent interest was conveyed to Winston M. Moore by deed from Jim Bill McInteer by deed of record in Book 4380, page 349, Register's Office of Davidson County, Tennessee.
Said lots 69 & 70, according to a copy of a survey made by Harvey Gee of March 6, 1950, adjoin and front together 97 feet, more or less, on the north side of Paris Avenue and run back between lines 147.5 feet, more or less, on the east side of lot 69, and 147.1 feet, more or less, on the west side of lot 70, along the east margin of 12th Avenue South, to an alley measuring 82.1 feet, more or less, between said lines.
Being the same property conveyed to M. Norvel Young, Jr. and Jim Bill McInteer by deed from O. E. Billings and wife, of record in Book 2747, page 433, Register's Office of Davidson County; and the same property in which a 15 per cent interest was conveyed to Winston M. Moore by deed from Jim Bill McInteer by deed of record in Book 4380, page 349 Register's Office of Davidson County.
The above described property, Tract III, is subject to a deed of trust of record in Book 3590, page 346, Register's Office of Davidson County, which indebtedness is assumed by the grantee herein.

TRACT IV

Being the westerly 60 feet of lot number 36 on the map of Victoria Place of record in Book 332, page 10, Register's Office of Davidson County.
Said part of lot number 36 fronts 60 feet, more or less, on the southerly side of Dallas Avenue and runs back between parallel lines with the easterly margin of an alley 40 feet, more or less, to a dead line.
Being the same property conveyed by installment deed to Jim Bill McInteer and M. Norvel Young by A. J. Wyatt and wife, Kate Wyatt, by deed of record in Book 4352, page 542, Register's Office of Davidson County; and the same property in which a 15 per cent interest was conveyed to Winston M. Moore and wife, Martha B. Moore, by Jim Bill McInteer by deed of record in Book 4380, page 351, Register's Office of Davidson County.
Said property, Tract IV, is subject to the lien retained by the vendors in installment deed of record in Book 4352, page 542, the payment of which indebtedness is assumed by the grantee herein.
This is improved property known as 1203 Dallas Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD all of said tracts of real estate, with the appurtenances, estate, title and interest thereto belonging to the said Twentieth Century Real Estate Corporation, a corporation organized and existing under the laws of the State of Tennessee, its successors and assigns forever.

We covenant that we are lawfully seized and possessed of said real estate in fee simple and that the same is unencumbered except as set forth hereinabove and except for 1970 taxes which are assumed by the grantee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to Twentieth Century Real Estate Corporation, its successors 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of ten dollars paid in cash, receipt of which is acknowledged the said Twentieth Century Real Estate Corporation, a corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as trustor, hereby transfers and conveys unto Thomas P. Kanaday, Jr., Trustee, his successors and assigns, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging for the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the maximum insurable value, until the indebtedness herein secured is fully paid and to have the interest of the Trustee to appear in said policies so that the loss, if any, shall be paid to the Trustee, as his interest may appear, all for the benefit of the lawful holders and owners of the indebtedness herein secured.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustor upon demand of the trustee or lawful owner and holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid

shall bear per cent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of saidindebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 trust conveyance. The trustee, may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 advice 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 indebtedness 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 trustors, their order, 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 indebtedness, or if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in

order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 1st day of May, 1970, the corporate party, Twentieth Century Real Estate Corporation, having caused its name to be signed by its duly authorized officers on said day and date.

ATTEST: TWENTIETH CENTURY REAL ESTATE CORPORATION

Secretary By Pres

M. Norvel Young, Jr.

Helen M. Young

Jim Bill McInteer

Betty McInteer

Winston M. Moore

Martha Blackley Moore

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said County and State, Jim Bill McInteer and wife, Betty McInteer, the within named 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 Nashville, Tennessee, this 15th day of June, 1970.

S. D. WILLIAMS NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

My Commission Expires:

7/1/72

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, S. D. Williams, a Notary Public in and for said County and State, Winston M. Moore and wife, Martha Blackley Moore, the within named 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 Nashville, Tennessee, this 1st day of May, 1970.

S. D. WILLIAMS NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

My Commission Expires:

7/1/72

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Personally appeared before me, Gilbert D. Cheney, a Notary Public in and for said County and State, M. Norvel Young, Jr. and wife, Helen M. Young, the within named 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 Los Angeles, California, this 14th day of May, 1970.

OFFICIAL SEAL
Gilbert D. Cheney
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 23, 1973

Notary Public

My Commission Expires:

July 23, 1973

State of Tennessee)
County of Davidson)

The actual consideration or value, whichever is greater, for this transfer is $228,000.00

Subscribed and sworn to before me, this 29th day of October, 1970

Affiant

My commission expires: 2/25/80

Notary Public

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Paula F. Pierce, a Notary Public of the State and County aforesaid, personally appeared Jim Bill McInteer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Twentieth Century Real Estate Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Paula F. Pierce
Notary Public

PAULA F. PIERCE NOTARY PUBLIC DAVIDSON COUNTY TENN.

My Commission Expires: February 25, 1980.

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IDENTIFICATION REFERENCE

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