BOOK 5112 PAGE 504

NEW OWNER | SEND TAX STATEMENT | MAP = PARCEL NO.

Secretary of Housing
and Urban Development
Washington, D.C.

SAME

Map 118-5-A
Par 5
Unit # 144

This Instrument Was Prepared By

Caesar E. Urrutia, Attorney 325 Stahlman Bldg. - Nashville, Tn. 37201

FEB-4[illegible] MISC B* 6.00 * 6.00

TRUSTEE'S DEED

THIS INSTRUMENT made and entered into on or as of the 31st day of January, 1977, by and between Caesar E. Urrutia, Substitute Trustee, hereinafter called "First Party", and Secretary of Housing and Urban Development, Washington, D.C., His successors or assigns, a U.S. Corporation, hereinafter called "Second Party."

W I T N E S S E T H :

WHEREAS, by deed of trust dated May 25, 1973, of record in Book 4714, Page 41, Register's Office for Davidson County, Tennessee, Rickie D. lillard conveyed to Union Planters National Bank of Memphis, Tennessee, Trustee, the hereinafter described real property to secure the payment of the indebtedness therein described, evidenced by a promissory note dated May 25, 1973, in the original principal amount of Eighteen Thousand Five Hundred ($18,500.00) and No/100 Dollars; and

WHEREAS, Caesar E. Urrutia, was appointed as Substitute Trustee, in the place and stead of Union Planters National Bank of Memphis, Tennessee, Trustee, said appointment being set forth in Book 5101, Page 428, Register's Office for Davidson County, Tennessee: and

WHEREAS, default was made in the payment of said note and the holder thereof having directed the First Party to sell said property, as provided by said deed of trust, First Party did, on January 28, 1977, by giving twenty days' notice by weekly publication in The Nashville Record, a newspaper published in Davidson County, Tennessee, advertise said property to be sold on that date, and, pursuant to said advertisement and notice, on said date, during legal hours and at the time set forth in said advertisement, First Party offered said property for sale, together with all improvements thereon, at the front door of the Courthouse in Nashville, Davidson County,

Tennessee, to the highest bidder for cash, free from the equity of redemption, homestead and dower and all other exemptions, as provided in said deed of trust, and, after receiving only one bid, sold said property to Second Party at the price of Eleven Thousand Four Hundred Eighty ($11,480.00) and No/100 Dollars, this being the highest, last, only and best bid.

NOW, THEREFORE, this deed witnesses: That for and in consideration of the sum of Eleven Thousand Four Hundred Eighty ($11,480.00) and No/100 Dollars, the First Party has this day bargained and sold, and does hereby sell, transfer and convey unto Second Party, its successors and assigns, the following described real estate in Nashville, Davidson County, Tennessee, and more particularly described as follows:

Being a certain building site or lot, designated as No. 2-D, and further identified as Parcel No. 5, on Property Map No. 118-5-A, as shown on the Revised Plan of St. Martin Square, as of record in Book 4460, Page 186, Register's Office for Davidson County, Tennessee, to which said plan reference is here made for a complete description of said Lot.

Being the same property conveyed to Ricki D. Lillard, unmarried, by deed from St. Martin, Inc., a Tennessee Corporation, of record in Book 4714, Page 39, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE of said property is made expressly subject to the following:

1. Said premises are restricted by all the requirements, conditions, easements, assessments, liens, uses, restrictions, burdens, and other undertakings, including the rights and interest of other owners within St. Martin Square, and including requirements that all owners of lots within St. Martin Square be members of the St, MartinSquare Association, subject to assessment for the payment of costs incident to the maintenance of Common Areas, exterior maintenance of the buildings belonging to the members, and the administrative expenses of the Association, and providing for a lien to secure the payment thereof, which is secondary to any first mortgage, all as sontained in an instrument executed by St. Martin, Inc., dated May 27, 1972, and recorded in Book 4711, Page 682, and as amended in Book 4710, Page 244, Register's Office for Davidson County, Tennessee, which said instruments are included in this deed by reference and made a part hereof the same as though copied fully herein.
2. Easements, access limitations, conditions of the owner's certificate, and dedication of Common Areas as shown on the Revised Plan of St. Martin Square, of record as aforesaid.
3. The fee title herein conveyed shall not extend beyond the individual lot line, or upon any road, walkway, parks, playgrounds, or other common property, and the fee title to such common property (designated "Common Area" on the Revised Plan of St. Martin Square) is vested in St. Martin Square Association for the common enjoyment of all residents in St. Martin Square.
4. Taxes for the current year which have been prorated and assumed by the Grantees herein.
5. The Third National Bank of Nashville, the owner and holder of a certain note dated July 24, 1972, and secured by a deed of trust from St. Martin, Inc., to Pryor York Lillie, Jr., Trustee, of record in Book 4621, Page 585, said Register's Office, joins in the execution of this instrument for the sole and express purpose of releasing the above-described property from the lien of said deed of trust, but no further or otherwise.

TO HAVE AND TO HOLD the aforesaid real estate, together with all

improvements thereon, unto the Second Party, its successors and assigns, in fee simple forever, subject, however, to any unpaid taxes.

And 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 entitled to do as Substitute Trustee, but no further or otherwise.

WITNESS the signature of the First Party as Substitute Trustee, on or as of the 1st day of February, 1977.

Caesar E. Urrutia
SUBSTITUTE TRUSTEE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, Caesar E. Urrutia, the within named bargainor, 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 4th day of February, 1977

Jo Ann Smith
Notary Public

ANN SMITH NOTARY PUBLIC AT LARGE STATE OF TENN.

My Commission Expires: March 24, 1979

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RECEIVED FOR REFERENCE
FEB 4 11 03 AM '77
REGISTER DAVIDSON CO. TENN.