MAIL!

This instrument prepared by:
Robert N. Buchanan, III
Farris, Evans & Warfield
18th Floor, Third National Bank Bldg.
Nashville, Tennessee 37219

BOOK 5211 PAGE 90

QUITCLAIM DEED WITH RETAINED LIEN

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dr. John A. Gholson (NAME)	same (NAME)	96-1
111 Donelson Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	61
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

OCT 18 11 03 AM '77

FELIX A. JOHNSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ by court order

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ DAY OF July 1977.

Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)

OCT 18 77 MISC B* 6.00 * 6.00

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For good and valuable consideration and pursuant to the terms of a certain Supplemental Decree entered in a certain divorce proceeding in the Fourth Circuit Court of Davidson County, Tennessee, styled Mary Ann Greenwood Gholson v. John Archer Gholson, III, bearing appearance docket number 77534.

The undersigned Ann G. Gholson hereby conveys, transfers, assigns and quitclaims to John A. Gholson, III, his heirs, successors and assigns, any and all interest of any sort which she now has in certain property in the Third Civil District of Davidson County, Tennessee, described as follows:

Land in the Third, formerly the Second, Civil District of Davidson County, Tennessee, near the village of Donelson, described according to a survey made by J. B. Wauford & Company, Engineers, January 26, 1957, as follows:

BEGINNING on the easterly margin of Donelson Pike at a point 75 feet North of the Northwest corner of the property conveyed to J. R. Wauford, Jr., and wife, by deed from W. D. Dodson, Executor, of record in Book 2638, page 9, Register's Office for said County; thence with the Easterly margin of said pike North 5 degrees 18 minutes East 117.1 feet to a point 145 feet South of Disspayne Servicecenter, Inc.; thence South 84 degrees 42 minutes East 151.6 feet to an iron pin in the Westerly line of the Crescent Amusement Company property; thence with their Westerly line and an old fence and tree row South 5 degrees 33 minutes West 117.1 feet to an iron pin 75 feet North of Wauford's Northeast corner; thence North 84 degrees 42 minutes West 151.1 feet to the beginning.

Included in the above description, but excluded therefrom is that portion of land conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee, by deed from Donelson Development Company, Inc., of record in Book 4118, page 609, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to John A. Gholson, III, and wife, Ann G. Gholson by deed from Donelson Development Company, Inc. of record in Book 4491, page 279, said Register's Office.

This conveyance is made without any warranties or representations.

And now for the purpose of further effectuating the provisions of said Supplemental Decree, I, the undersigned John A. Gholson, III, hereby transfer and convey to Charles H. Warfield, Trustee, his successors and assigns, the real estate hereinbefore described.

But this conveyance is made in trust to secure the payment by John A. Gholson, III, of the $37,398.70 mortgage indebtedness which was owed on the former homeplace at 80 Williamsburg Circle, Route 3, Brentwood, Tennessee, as ordered in said Supplemental Decree.

Now if John A. Gholson, III, shall pay the aforesaid mortgaged indebtedness when due, then this trust conveyance shall be of no further force or effect. But if John A. Gholson, III, defaults in his obligation to pay said mortgaged indebtedness, this trust conveyance shall remain in full force and effect and at the option of Ann G. Gholson, any and all amounts remaining on the mortgaged indebtedness 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 Courthouse 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 executed and deliver a deed to the purchaser. Ann G. Gholson may bid in any sale under this conveyance. John A. Gholson, III agrees that the trustee, may at any time, after default in the payment of said mortgaged indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. John A. Gholson, III further agrees that in the event the Trustee fails, before selling said property, as provided herein, 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 the case of a 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 action 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 the mortgaged indebtedness as provided in said Supplemental Decree.

4th. The residue, if any, will be paid to John A. Gholson, III, his heirs, representatives, or assigns.

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 undersigned, have hereunto set our hands this the 11 day of July, 1977.

John A. Gholson, III

Ann G. Gholson

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, Wm E McDonald, a Notary Public in and for said County and State, the within named John H Gibson Jr. and Ann D. Gibson, the bargainor, 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 the 15 day of August, 1977.

Wm E McDonald
Notary Public

My Commission Expires:
My Commission Expires MAY 8, 1978

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, Barbara Vandercook, a Notary Public in and for said County and State, the within named Ann D. Gibson, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 11 day of July, 1977.

Barbara Vandercook
Notary Public

My Commission Expires:

12-3-77