THIS INSTRUMENT PREPARED BY WAGNER, NELSON & WEEKS, 1418 FIRST TENNESSEE BUILDING, CHATTANOOGA, TENNESSEE.

Mail

GRANTEE'S ADDRESS:	SEND TAX BILLS TO:	MAP PARCEL NO.
Mrs. Maude H. Clouse 2301 Franklin Road Nashville, Tenn. 37204	Same	118-2-239 118-2-215

BOOK 5277 PAGE 215

WHEREAS, on the 20th day of August, 1970, Pana Productions, Inc. conveyed to Harry G. Nichol, Jr., Trustee by installment deed which included a trust agreement with a power of sale for the purpose of enforcing the lien retained by the deed and which is recorded in Book 4445, page 681 in the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a full recital of its provisions, the real estate hereinafter described as Tract 1 and,

WHEREAS, on the 20th day of August, 1970, Pana Productions, Inc. conveyed to Harry G. Nichol, Jr., Trustee by installment deed which included a trust agreement with a power of sale for the purpose of enforcing the lien retained by the deed and which is recorded in Book 4445, page 686 in the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a full recital of its provisions, the real estate hereinafter described as Tract 2, and

WHEREAS, said trust instruments provided that should the said Pana Productions, Inc. fail to pay said indebtednesses or any part thereof at the time same should become due or should fail to perform any of the covenants in the note or trust instrument, that the trustee thereunder was empowered and authorized to advertise said property for sale upon giving twenty (20) 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 equity of redemption, homestead, dower and all other exemptions of every kind which were expressly waived and further that said trustee or his

successor in trust was authorized and empowered to execute and deliver a deed to the purchaser. Further the trustee was to apply the proceeds of such sale first to paying the expenses of executing said trust and any and all sums the beneficiary or trustee may have expended or become liable for under the provisions of said instrument, including attorney's fees for defending any litigation which may have arisen on account of this conveyance or the enforcement of said lien, second to the payment of all taxes which may be unpaid on the premises, thirdly to the payment of all unpaid indebtednesses hereby secured and any and all sums expended in the protection of said property, and the balance, if any, he will hold subject to the order of Pana Productions, Inc., its order, representatives or assigns, and

WHEREAS, it was made the duty of the trustee to execute to the purchaser all necessary title papers and place said purchaser in the quiet and peaceful protection of said premises and,

WHEREAS, according to the provisions of said trust instruments David E. Nelson, Jr. was appointed substitute trustee as to Tract 1 by instrument recorded in Book 5259, page 562 in the Register's Office of Davidson County, Tennessee, and the said David E. Nelson, Jr. was appointed substitute trustee as to Tract 2 by instrument recorded in Book 5259, page 560 in the Register's Office of Davidson County, Tennessee, and

WHEREAS, default was made in the payment of principal and interest as the same became due and said default continuing and further that default was made in the payment of taxes and/or protection of the property by keeping insurance thereon and said default has continued and the holder of said indebtednesses has declared same in their entirety, principal and interest, due and unpaid and,

WHEREAS, the holder of said notes requested the substitute trustee to advertise the sale of the real estate hereinafter described as provided by said trust instruments, and

WHEREAS, at the request of the true and lawful owner and holder of the notes representing said indebtednesses, after

advertising said property hereinafter described for sale by giving twenty (20) days notice by three publications in the Nashville Record, a newspaper published in Davidson County, Tennessee, in accordance with the trust instruments, the undersigned as substitute trustee did on Thursday, April 20, 1978, within the legal hours offer for sale in front of the Courthouse door in Davidson County, Nashville, Tennessee, at public outcry to the highest and best bidder for cash in bar of the equities of redemption, dower and homestead, the real estate hereinafter described and,

WHEREAS, Maude H. Clouse was the highest and best bidder at public outcry at said sale for said real estate hereinafter described in accordance with the terms of said trust instrument under which same was sold and the same was knocked down and sold to Maude H. Clouse for the price of Twenty Five Thousand ($25,000) Dollars which said price was paid in cash.

NOW, THEREFORE, IN CONSIDERATION of the premises and of said sum of Twenty Five Thousand ($25,000) Dollars above recited David E. Nelson, Jr., Substitute Trustee, under the recitals of said trust instruments does hereby sell, transfer and convey unto Maude H. Clouse the following described real estate in Davidson County, Tennessee:

> Tract 1. Being Lot No. 57 and the northerly three (3) feet of Lot No. 58 on the Plan of George I. Waddey's Subdivision of Westwood, of record in Book 332, page 99, Register's Office of said county, and described more particularly as follows: BEGINNING at the northwest corner of Lot No. 57 on said plan, said point being the point of intersection of the southerly margin of Inverness Avenue, formerly Westwood Avenue, and the easterly margin of Westwood Drive, formerly Seventh Avenue South; thence southeasterly with said margin of Westwood Drive, fifty three (53) feet to a point in the westerly line of Lot No. 58 on said plan, said point being the northwesterly corner of property conveyed to Ewing Clouse, Trustee, by deed of record in Book 1133, page 113, said Register's Office; thence with the northerly line of said Ewing Clouse, Trustee, northeasterly one hundred eighty (180) feet to a point in the westerly margin of an alley; thence northwesterly with the westerly margin of said alley fifty three (53) feet to the southerly margin of Inverness Avenue; thence with the same westerly one hundred eighty (180) feet to the point of beginning.
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> Being property devised to Ewing Clouse by the Will of Mrs. Pearl Ewing Clouse, of record in

Will Book 88, page 481, Office of the County Court Clerk of Davidson County, Tennessee.

By instrument of record in Book 1781, page 410, Register's Office for Davidson County, Tennessee, certain pipe lines designated as 'Clouse's two inch Franklin Pipe line" and 'Clouse's two inch Westwood Drive pipe line' were conveyed to the City of Nashville Waterworks Department, and this conveyance is made subject to said conveyance.

For prior title see installment deed recorded in Book 4445, page 681 in the Register's Office of Davidson County, Tennessee.

Tract 2. Being Lot No. 85 and the northerly three (3) feet of Lot No. 84 on the Plan of George I. Waddey's Subdivision of Westwood, of record in Book 332, page 99, Register's Office for said County, and described more particularly as follows: BEGINNING at the northeast corner of Lot No. 85 on said plan, being the point of intersection of the southerly margin of Inverness Avenue, formerly Westwood Avenue, and the westerly margin of White Avenue, formerly Sixth Avenue South; thence southeasterly with said margin of White Avenue fifty three (53) feet to a point in the easterly line of Lot No. 84 on said plan, said point being the northeasterly corner of property conveyed to Ewing Clouse, Trustee, by deed of record in Book 1133, page 113, said Register's Office; thence with the northerly property line of said Ewing Clouse, Trustee, southwesterly one hundred sixty five (165) feet to a point in the easterly margin of an alley; thence northwesterly with the margin of said alley fifty three (53) feet to the southerly margin of Inverness Avenue; thence with the same easterly one hundred sixty five (165) feet to the point of beginning.

Being property devised to Ewing Clouse by the Will of Mrs. Pearl Ewing Clouse, of record in Will Book 88, page 481, Office of the County Court Clerk of Davidson County, Tennessee.

By instrument of record in Book 1781, page 410, Register's Office for Davidson County, Tennessee, certain pipe lines designated as 'Clouse's two inch Franklin Pike pipe line' and 'Clouse's two inch Westwood Drive pipe line' were conveyed to the City of Nashville Waterworks Department, and this conveyance is made subject to that conveyance.

For prior title see installment deed recorded in Book 4445, page 685 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the same unto the said Maude H. Clouse, her successors and assigns forever in fee simple. David E. Nelson, Jr., Substitute Trustee, transfers to Maude H. Clouse all covenants of warranty and seizin made to him as substitute trustee in the trust instrument and appointment of substitute trustee agreement above recited, but makes this conveyance as

substitute trustee under the recitals of said instruments and not otherwise.

WITNESS my hand this 24 day of April, 1978.

David E. Nelson, Jr. Trustee
Substitute Trustee

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this 24 day of April, 1978, before me personally appeared David E. Nelson, Jr., Substitute Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he, as such Substitute Trustee, executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Notary Public
My commission expires: 10/18/79

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IDENTIF. REFERENCE
APR 25 9 03 AM '78
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

Ellen M. Alston, Agent
Affiant

Sworn to and subscribed before me this 24 day of April, 1978.

Notary Public
My commission expires: 10/18/79

APR25'78	CONV	25,000.00			
APR25'78	S'TAX		B*	65.00	
APR25'78	PR'FEE		B*	.50	
APR25'78	W'DEED		B*	10.00	* 75.50