ADDRESS OF NEW OWNER:
Clay M. Fults
305 Timerdale Court
Nashville, Tennessee 37211

SEND TAX BILLS TO:
Clay M. Fults
305 Timberdale Court
Nashville, Tennessee37211

DEED

BOOK 5310 PAGE 636

For and in consideration of the sum ten and nO/100 ($10.00) dollars cash in hand paid by Clay M. Fults and other good and valuable considerations and does most specifically represent and set out in the portion of this deed marked and headed contract, Willa S. Ogilvie has bargained and sold and by these presents does transfer and convey into the said Clay M. Fults a certain tract and parcel of land in Metropolitan Nashville, Davidson County, State of Tennessee, described as follows to wit:

> Being Lot No. 19 on the Plan of Battery Crest, as of record in Book 2900, page 91, Register's Office for said County, and described as follows:
>
> BEGINNING at a point in the east margin of Shadescrest Drive, at the corner of Lots No. 18 and 19; thence with the line between said lots, easterly 137.06 feet to a point; thence northerly 183.12 feet to the south margin of Harding Place; thence with the margin of the same, westerly 84.39 feet to the beginning of a curve; thence around said curve, southwesterly 38.3 feet to the easterly margin of Shadescrest Drive; thence with the margin of the same, southerly 120.02 feet to the point of beginning.
>
> Being part of the property conveyed to Rufus Riggs Ogilvie, Jr. and wife, Willa S. Ogilvie by deed from B & B Co., as of record in Book 3220, page 597, Register's Office for Metropolitan Nashville, Davidson County, Tennessee.
>
> This conveyance is made subject to the restrictions recorded in Book 3072, page 429, as amended by an instrument recorded July 5, 1960, in Book 3098, page 390; and to the easements and limitations shown on the Map of record in Book 2900, page 91, said Register's Office.

And for all of the contractual obligations and the assumption of a mortgage on said property in the approximate amount of nine thousand three hundred ($9,300.00) dollars which is all set out in the contract which is made a part of this deed.

This instrument prepared by Wilson Westbrooks.

Map 147-2- 104

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $55,000.00

Clay M. Fults, Jr.
AFFIANT

Subscribed and Sworn to before me this 30th day of June, 1978.

Notary Public

My commission expires: 8/25/79

C O N T R A C T

WHEREAS, Willa S. Ogilvie, owns a house and lot at 4800 Shadescrest Drive at Harding Place and,

WHEREAS, she is desirous of entering into a contract to transfer and deed said property to Clay M. Fults on the conditions hereinafter set out in this contract and,

WHEREAS, Clay M. Fults is willing to accept a transfer of and a deed to the above described property upon the conditions hereinafter set out this contract is entered into this 20th day of June, 1978.

Willa S. Ogilvie agrees to deed to Clay M. Fults the following described property upon the following conditions:

1. That Clay M. Fults will not sell any interest that he might have to the above described property until Willa S. Ogilvie dies or releases, in writing, the said property to Clay M. Fults.

2. Willa S. Ogilvie agrees to rent during her lifetime or so long as she desires the above described property for one hundred twenty-six ($126.00) dollars per month plus any increase in taxes upon said property. The yearly increase to be apportioned out over a twelve (12) month period.

3. Willa S. Ogilvie shall have the right to the exclusive use and benefit of said house and lot in its entirety so long as she lives.

4. When the loan on the property is paid then Willa S. Ogilvie's rent for that month shall be the amount she shall pay monthly for the rest of her life.

Clay M. Fults, specifically agrees to assume the mortgage loan on said property in the approximate amount of nine thousand three hundred ($9,300.00) dollars and shall pay the monthly payments which shall include principal, interest and taxes of approximately one hundred twenty-six ($126.00) dollars per month which shall include any yearly increase in taxes paid per month and if he fails to pay two (2) monthly payments then this contract can be cancelled by Willa S. Ogilvie.

1. Clay M. Fults agrees to pay the property taxes and any and all assessments for which the property might become liable and should he fail to pay said taxes when due, the said Willa S. Ogilvie has the right to cancel this contract on failure of Clay M. Fults to pay said taxes.

2. Should Clay M. Fults pre-decease Willa S. Ogilvie then the estate of Clay M. Fults shall assume the ownership and obligation set out in this contract.

3. Clay M. Fults shall pay monthly to Willa S. Ogilvie, not later than the tenth of each month. the sum of two hundred ($200.00) dollars, one hundred ($100.00) dollars principal and one hundred ($100.00) dollars interest on an assessed value of fifty-five thousand ($55,000.00) dollars so long as the said Willa S. Ogilvie lives.

Should the said Clay M. Fults fail to make the payments for two (2) successive months then the said Willa S. Ogilvie can declare this contract null and void without any further proceedings of any kind.

4. Clay M. Fults agrees that he will keep the yard, the bushes and the trees in excellent condition and that he shall keep the home both inside and out painted and in excellent condition and this shall include the maintenance of the air conditioning, heating, plumbing and any other repair necessary to keep all livable conditions expertly attended to.

When Willa S. Ogilvie dies then said property shall be the porperty of Clay M. Fults in fee simple, subject of course, to any balance that might be due on the mortgage loan.

Each of the parties hereto agree to give the other six (6) post dated checks, dated July 1 through December 1, 1978 to facilitate the payments as set out above. The parties further agree to give to the other on or about January 1 of each year twelve (12) monthly post dated checks bearing the date of the first day of each month for that year in order to facilitate the payments. Should either change banks during the period of this contract then he or she will notify the other party and substitute checks for the new bank of his or her new account.

Clay M. Fults agrees to obtain a statement from the mortgage company, at the end of each year and furnish Willa S. Ogilvie a copy thereof, showing thereon the number of payments made, capital contributed to the mortgage and the balance of the mortgage at the end of the year.

Clay M. Fults agrees to furnish Willa S. Ogilvie with fire and extended insurance coverage on her personal property located at 4800 Shadescrest Drive. Willa S. Ogilvie will take an inventory of the personal property in the home with an estimated value and the insurance shall be in an amount not less than the estimated inventory value. A new inventory shall be furnished every three (3) years.

Willa S. Ogilvie
Willa S. Ogilvie

Clay M. Fults
Clay M. Fults

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public, within the State and County aforesaid, personally appeared Willa S Ogilvie with whom I am personally acquainted who acknowledged that she executed this instrument for the purposes therein contained by signing her name hereto.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT Nashville Tennessee ON THIS 20 DAY OF JUNE, 1978.

Mary Ann Jennings
Notary Public

Commission expires: Dec. 10, 1979

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public, wihtin the State and County aforesaid, personally appeared Clay M. Fults with whom I am personally acquainted who acknowledged that he executed this instrument for the purposes therein contained by signing his name hereto.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE AT Nashville Tennessee ON THIS 20 DAY OF JUNE, 1978.

Mary Ann Jennings
Notary Public

Commission expires: Dec. 10, 1979

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Clay M. Fults. That the same is unencumbered except as set out in the contract and except for taxes for 1978 which shall be paid by the grantee herein. And all assessments and taxes after the date of this deed are assumed and to be paid by the grantee herein.

IN WITNESS WHEREOF , this deed has been executed both by the Grantor and the Grantee, he having assumed contractual obligations as set out in the contract which is a part of this deed.

Willa S. Ogilvie
WILLA S. OGILVIE

Clay M Fults
CLAY M. FULTS

JUL 13 78 CONV 55,000.00
JUL 13 78 S'TAX B* 143.00
JUL 13 78 PR'FEE B* .50
JUL 13 78 W'DEED B* 10.00 * 153.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, H. Stanley Allen, Jr., a Notary Public in and for said County and State, the within named Willa S. Ogilvie, the grantor with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 30th day of June, 1978.

H. Stanley Allen, Jr.
NOTARY PUBLIC

H. STANLEY ALLEN, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: 8/25/79

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, H. Stanley Allen, Jr., a Notary Public in and for said County and State, the within named Clay M. Fults, the grantee 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 30th day of June, 1978.

H. Stanley Allen, Jr.
Notary Public

H. STANLEY ALLEN, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: 8/25/79

E 76420

IDENTIF. REFERENCE

JUL 13 9 50 AM '78

FELIX Z. HILES REGISTER DAVIDSON COUNTY, TENN.