NASHVILLE, TENNESSEE 37211

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 5345 PAGE 875	MAP-PARCEL NUMBERS
Charles Benton Williams and wife, Mary Elizabeth Williams	Same (NAME)	104-10
3000 Hulsboo #126 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	#72
Nashville Tenn 37215 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	26W-7410

FOR AND IN CONSIDERATION of the sum of Sixty-Five Thousand and No/100 ($65,000.00) *Dollars,*

of which Forty-Five Thousand and No/100 ($45,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand and No/100 ($20,000.00) *Dollars,*

CHARLES BENTON WILLIAMS and wife, MARY ELIZABETH WILLIAMS *have executed*

their joint promissory note of even date herewith payable to Virgie C. Meador Stephens, in the amount of Twenty Thousand and No/100 ($20,000.00) Dollars, bearing interest at Nine (9%) percent per annum, and payable in monthly installments of Two Hundred Fifty-Three and 36/100 ($253.36) Dollars, with the first payment due December 1, 1978, and a like amount on the first day of each succeeding month; provided, however, that the entire remaining principal and all accrued interest shall be paid in full on or before November 1, 1988. This Trust Agreement also covers any extensions granted to the aforementioned note, as well as renewals thereof.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

VIRGIE C. MEADOR STEPHENS and husband, JOHN STEPHENS, JR.

have this day bargained and sold, and do hereby transfer and convey unto the said

CHARLES BENTON WILLIAMS and wife, MARY ELIZABETH WILLIAMS

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 33 on the Plan of the Bransford Realty Company's West End Heights Subdivision, of record in Book 332, pages 124 and 125, Register's Office for said County.

Said Lot No. 33 fronts 60 feet on the west side of Chesterfield Avenue and extends back between parallel lines 250 feet, more or less, on its southerly margin and 234 feet, more or less, on its northerly margin to Lancaster Avenue.

The above described property was conveyed to Fain W. Meador and wife, Virgie Meador, by deed from John A. Crawford, of record in Book 2651, page 589, Register's Office for Davidson County, Tennessee, the said parties having since divorced and said property was vested in Virgie Meador by divorce decree of record in Book 4819, page 263, said Register's Office; and by deed of record in Book 4819, page 265, Register's Office for Davidson County, Tennessee, Virgie Meador Speck conveyed to Thurman Lee Speck and wife, Virgie Meador Speck, the said Thurman Lee Speck having conveyed his interest in said property to Virgie Meador Speck, by instrument of record in Book 4870, page 20, said Register's Office, and by instrument of record in Book 4968, page 522, Register's Office for Davidson County, Tennessee, Virgie Meador Speck

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 65,000.00

Subscribed and sworn to before me, this the 2nd day of October, 1978

Affiant

conveyed to Virgie C. Meador, said deed recorded for the purpose of changing from married name to formerly married name, the said Virgie C. Meador having since married, now being Virgie C. Meador Stephens.

Also included in the above described property but excluded from this conveyance is the property sold to the State of Tennessee of record in Book 4732, page 752, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 337 Chesterfield Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CHARLES BENTON WILLIAMS and wife, MARY ELIZABETH WILLIAMS their *(successors), heirs and assigns forever.* We *covenant that* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*, except for plan of record in Book 332, page 124; lack of direct access to I-440, from the premises in question, such right of access having been granted to the State of Tennessee by deed recorded in Book 4732, page 752, said Register's Office.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* CHARLES BENTON WILLIAMS and wife, MARY ELIZABETH WILLIAMS, their *(successors), heirs 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 one dollar paid in cash, receipt of which is acknowledged, the said CHARLES BENTON WILLIAMS and wife, MARY ELIZABETH WILLIAMS *hereinafter referred to as trustors, hereby transfer and convey unto* John B. Cobb, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree 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 sum of $ 50,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree 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 be to any or to or the title to, or of,

by
these things, then said trustee, or the lawful owner and of
and the amounts so paid shall bear 9 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 5345 PAGE 877

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 said indebtedness 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 2nd day of October, 19 78

Virgie C. Meador Stephens
Virgie C. Meador Stephens

John Stephens, Jr.
John Stephens, Jr.

Charles Benton Williams
Charles Benton Williams

Mary Elizabeth Williams
Mary Elizabeth Williams

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg, a Notary Public in and for said County and State, Virgie C. Meador Stephens and husband, John Stephens, Jr.

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 2nd day of October, 19 78.

Gail Pigg
Notary Public

My Commission expires 2/23/81

GAIL PIGG NOTARY PUBLIC LARGO FLORIDA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg, *a Notary Public in and for said County and State,* Charles Benton Williams and wife, Mary Elizabeth Williams, *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* 2nd *day of* October, *19*78.

Gail Pigg
Notary Public

Commission expires 2/23/81

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE GAIL PIGG

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* ..... *self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* ..... *he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* ..... *self as* .....

Witness my hand and seal, at office in ....., *this* ..... *day of* ....., *19*.....

Notary Public

Commission expires .....

OCT-3 78 CONV 65,000.00
OCT-3 78 MORT'G 20,000.00
OCT-3 78 S'TAX B* 169.00
OCT-3 78 S'TAX B* 18.00
OCT-3 78 PR'FEE B* .50
OCT-3 78 W'DEED B* 8.00 * 195.50

E 9 2 1 4 9

IDENTIF. REFERENCE

Oct 3 3 13 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TALLMENT DEED

FROM C. Meador Stephens and
d, John Stephens, Jr.

TO es Benton Williams et ux

ago Title Insurance Company
American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238