STATE OF TENNESSEE }

BOOK 5449 PAGE 99

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the bargainor___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____ 19___.

Commission expires _____

_____
Notary Public

STATE OF TENNESSEE }
County of Davidson }

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared L.H. Hardaway, Sr.

and _____ with whom I am personally acquainted and who upon (his oath) (his ~~several~~ oaths) acknowledged (himself) (~~themselves~~) to be the President

and _____ respectively of the Cumberland Builders, Inc.

the within named bargainor, a corporation, and that (he) as such President

and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said L.H. Hardaway, Sr.

as such President, and attesting the same by the said _____

as such _____

Witness my hand and official seal at office at Nashville on this the 25TH day of MAY, 19 79

My commission expires 1-21-81

_____
Notary Public

WARRANTY DEED

FROM

Cumberland Builders, Inc.

TO

Rita J. Ervin

F 34241

IDENTIF. REFERENCE

JUN 13 9 19 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Return to:

LEON SHARBER, ATTORNEY
325 PLUS PARK BOULEVARD
NASHVILLE, TENNESSEE 37217

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5449 PAGE 100

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			45000.00- CO	
			117.00 CO TX	
			.50 PRFEE	
			4.00 WDEED	
			CHECK	121.50-
9041	A	06/13/79	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3 4 2 4 1
F 3 4 2 4 1

IDENTIF. REFERENCE

JUN 13 9 19 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 689983

2706

CHECK

This Instrument was Prepared by
Leon Sharber. Attorney
325 Plus Park Boulevard
Nashville. Tennessee 37217

This form is used in connection with deeds of trust insured under the one-to four-family provisions of the National Housing Act.

DEED OF TRUST

BOOK 5449 PAGE 101

THIS INDENTURE, Made and entered into this 25TH *day of* MAY ,19 79 ,*by and between* Rita J. Ervin ,party of the first part, Leon Sharber and Phillip E. Hill Trustee(s), party of the second part, and The Kissell Company ,a corporation organized and existing under the laws of the State of Ohio , having its principal office and post-office address at 30 Warder Street Springfield, Ohio 45501 party of the third part,

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar ($1.00) to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, sell, transfer, and convey unto the party of the second part, his successors in trust, and assigns, forever, the following-described land situated in Nashville County of Davidson , and State of Tennessee, to wit:

BEING Lot No. 61 on the Plan of Gold Key Addition - Section 2, which is of record in Book 5050, Page 13, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to the grantors by deed of even date being recorded simultaneously herewith

TO HAVE AND TO HOLD the same to the party of the second part, his successors in trust, and assigns, forever.

AND the party of the first part convenants with the party of the second part, his successors in trust, and assigns, that he is lawfully seized in fee of said premises, that the same are free and clear of all taxes, liens, and encumbrances whatsoever, that he has good right, full power and lawful authority to convey the same, and that he will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever.

This conveyance is made in trust, however, to secure the payment of the principal sum of FORTY FOUR THOUSAND NINE HUNDRED AND 00/100---------- Dollars ($ 44,900.00), evidenced by a promissory note of even date herewith, executed by party of the first part to party of the third part, with interest from date at the rate set forth in said note on the unpaid balance until paid. The said principal and interest shall be payable at the office of The Kissell Company in Springfield, Ohio 45501 , or at such other place as the holder of the note may designate in writing in monthly installments of THREE HUNDRED NINETY FOUR & 22/100 Dollars ($ 394.22), commencing on the first day of JULY ,1979 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JUNE, 2009.

The party of the first part, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay the indebtedness as herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at leat thirty (30) days prior to repayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the party of the third part, on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;