Owners Address: 1210 Stainback Ave.
Nashville, Tenn.
Send Tax Bills to the Same Address
Map 71-15 Par 437 Is
JAMES D. LEWELLEN

TO: DEED

SONNY PROPES

STATE OF TENNESSEE, MONTGOMERY COUNTY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 10000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me this 3rd day of April 1979

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

THIS DEED OF REALTY WITH POWER OF SALE, executed as of the 3rd day of April, 1979, in the County of Davidson, State of Tennessee by Grantor, JAMES D. LEWELLEN, to Grantee, SONNY PROPES,

BOOK 5496 PAGE 16

W I T N E S S E T H :

That Grantor, for a valuable consideration, receipt whereof is acknowledged, has this day bargained and sold and does hereby transfer and convey unto the Grantee, to have and to hold to him in fee simple, and to his heirs and assigns forever, certain realty situated in Davidson County, Tennessee, to-wit:

The north 33 feet of Lot 108 and the south 17 feet of Lot 109 in Sharpe and Horn's First Addition to Northeast Nashville, a plan of which is of record in Book 57, Page 152, Register's Office for Davidson County, Tennessee.

Said parts of Lots Nos. 108 and 109 front together 50 feet on the west side of Stainback Avenue and extend back between parallel lines, 167 1/2 feet, more or less to an alley.

This is the same property conveyed to James D. Lewellen by deed of record in Book 5470, Page 56, in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to a permanent easement guaranteed to the above houseing authority now known as the Metropolitan Housing and Development Authority by instrument recorded in Book 4540, Page 490, in the Register's Office for Davidson County, Tennessee.

That Grantor (1) covenants that he is lawfully seized and possessed of and has a perfect right to convey such realty,

Prepared by:
PATRICK H. McCUTCHEN
of McCutchen and Caraway
115 South Third Street
Clarksville, Tennessee 37040

and that it is unencumbered except for current taxes which are prorated between the parties and the Grantee assumes, and (2) will forever warrant and defend the title unto Grantee, and to his heirs and assigns against all lawful claims. BOOK 5496 PAGE 17

That the considerations for this deed are (1) $1,000.00 cash in hand paid, receipt whereof is acknowledged, and (2) $9,000.00, evidenced by one note this day executed by the Grantee to the order of the Grantor bearing interest at the rate of 10 percent per annum from date thereof and being due and payable in 120 equal, consecutive monthly installments of $118.94, the first of which to be due on or before October 1, 1979, and one payment on the first day of each month thereafter until paid in full; that to secure the payment of said note, a vendor's lien is hereby retained on the above described realty; prepayment privileges reserved.

That Grantee agrees (1) that (a) he will pay such note when and as due and any interest that may accrue thereon, and the cost of compliance with the provision hereof, and reasonable counsel fee for Grantor's counsel in the co-lection of such note or any interest thereof, (b) such cost of compliance and such counsel fees are secured hereby and shall bear interest to be added to and collectible as if a part of such note, (c) they will keep in force on the improvements on such realty fire and extended coverage insurance in an amount equal to their maximum insurable value payable to the holder of such note, (d) they will become tenant at will of the purchaser in the event of foreclosure and give possession without suit, and (e) the holder of such note shall have the rights and may exercise the powers given Grantor herein, and (2) that if they fail to pay such note as the same becomes due or to comply with such provisions hereof, Grantor may comply

with such provisions hereof and take possession of such realty, and (a) declare such note due and collectible at once, (b) sell such realty for cash to the highest bidder free from the rights of homestead, redemption and dower, after advertising the time and place of sale as provided in section 35-501, et seq, of the Tennessee Code Annotated, or as provided by other applicable statutes, (c) purchase at sale, (d) make deed free from the rights of Grantee as aforesaid, (e) pay from the proceeds of sale and in the order named such cost of compliance, such counsel fees, such notes and interest thereon, and (f) pay the balance of such proceeds to Grantees.

Grantee further joins in the execution of this instrument to acknowledge that Grantor makes no warranty as to the workability and condition of the mechanical system in the improvements located on the hereinabove described real property and further, makes no warranty as to the presence or damage that may have been caused by wood infesting insects.

Possession will be granted upon the execution and delivery of this deed.

IN WITNESS WHEREOF, Grantor and Grantee have executed this deed as of the date and at the place written first herein.

James D. Lewellen
JAMES D. LEWELLEN
Grantor

Sonny Propes
SONNY PROPES
Grantee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 5496 PAGE 19

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared BOB E. LEWELLEN, to me known to be the person who executed the foregoing instrument in behalf of JAMES D. LEWELLEN and acknowledged that he executed the same as the free act and deed of the said JAMES D. LEWELLEN by Special Power of Attorney recorded in Official Record Book Volume 5496, Page 13, in the Register's Office for ~~Montgomery~~ DAVIDSON County, Tennessee.

WITNESS MY HAND AND SEAL, of office, this 3rd day of August, 1979.

NOTARY PUBLIC

My commission expires:

9/15/82

F-5101'2

IDENTIF. REFERENCE

SEP 10 1 57 PM '79

FEE $ TO BE PAID BY REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5496 PAGE 20

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			10[illegible].00- CO	
			26.00 CO TX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK	38.50-
			D937A09/10/79 BAL	.1

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.5 1 0 1 2

IDENTIFICATION REFERENCE

SEP 10 1 57 PM '79

FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY, TENN.

No. 710668