PARTY RESPONSIBLE FOR
PAYMENT OF TAXES: New Owner

Daniel Hsu
1503 Laurel Street
Nashville, Tennessee 37207

Map No. 92-16-352
Group No. 351
Parcel No. ref

This instrument prepared by:
John H. Henderson, Jr., Attorney
Public Square, Franklin, Tennessee

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FOR AND IN CONSIDERATION OF THE SUM OF NINETY THOUSAND FIVE HUNDRED ($90,500.00) DOLLARS, paid and to be paid as follows: Twenty-One Thousand Five Hundred ($21,500.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and for the balance of Sixty-Nine Thousand ($69,000.00) Dollars, grantees have this day executed and delivered to grantors their one promissory installment note in said amount payable to grantors in thirty-six (36) monthly installments as follows: the sum of Nine Hundred Forty and 74/100 ($940.74) Dollars, which includes principal and interest at the rate of ten and three-fourths (10-3/4%) percent per annum amortized over a period of ten (10) years, being due and payable on or before the twenty-fifth (25th) day of each and every succeeding and successive month for a period of thirty-five (35) months commencing with the month of October, 1979, and ending with the month of August, 1982, with the thirty-sixth (36th) and final installment in the amount of Fifty-Six Thousand Three Hundred Six and 50/100 ($56,306.50) Dollars, which includes principal and interest at the rate of ten and three-fourths (10-3/4%) percent per annum amortized over a period of ten (10) years, being due and payable on or before the twenty-fifth (25th) day of September, 1982, but with the right in grantees, their heirs and assigns, to prepay all or any portion of the outstanding indebtedness at any time after the 1st day of January, 1980, without penalty; and to secure and make certain the payment of which indebtedness a vendor's lien is expressly retained on the real estate hereinafter described, we, MARTIN S. ROBERTS, JR. and JOHN T. HELM, III, have this day bargained and sold and do hereby transfer and convey unto DANIEL HSU and wife, RUTH HSU, their heirs and assigns, two separate but contiguous tracts or parcels of land lying and being situated in Davidson County, Tennessee, described as follows, to wit:

TRACT NO. I:
Land in Davidson County, Tennessee, being Lot No. 124 in O. B. Hayes' First Plan of Small Lots, as of record in Plan Book 1, page 69, Chancery Court at Nashville.

Said Lot No. 124 fronts 50 feet on the easterly side of 18th Avenue South, formerly Shields Avenue, and extends back between parallel lines with the northern margin of Hawkins Street, 150 feet to an alley.

Being the same property conveyed to Martin S. Roberts, Jr., and John T. Helm, III, by deed from R. E. Worrall, County Court Clerk, dated September 8, 1966, of record in Book 4062, page 49, Register's Office for Davidson County, Tennessee.

TRACT NO. II:
Land in Davidson County, Tennessee, being Lot No. 125 in O. B. Hayes' First Plan of Small Lots, as of record in Plan Book 1, page 69, Chancery Court at Nashville.

Said Lot No. 125 fronts 50 feet on the easterly side of 18th Avenue South, formerly Lamar Street, and runs back between parallel lines 150 feet, more or less, to an alley.

Being the same property conveyed to Martin S. Roberts, Jr. and John T. Helm, III, by deed from Johnnie B. Lovelady and wife, Margaret M. Lovelady, dated March 27, 1964, of record in Book 3706, page 37, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the improvements and appurtenances thereunto belonging, to the said Daniel Hsu and wife, Ruth Hsu, their heirs and assigns, forever.

AND WE COVENANT with the said Daniel Hsu and wife, Ruth Hsu, that we are lawfully seized and possessed of said real estate, in fee simple, have a good right to convey it, and that it is unencumbered, except for the following:

1. Metro taxes for the year 1979, which are not yet due and payable, but which have been prorated between the parties as of the date of this instrument, with grantors paying their prorata part thereof to grantees who will be responsible for payment of same when due.

2. Rights of present tenants in possession by virtue of verbal month-to-month rental agreements.

AND WE DO FURTHER COVENANT and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to the said Daniel Hsu and wife, Ruth Hsu, their heirs and assigns, against the lawful claims of all persons, whomsoever.

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 Daniel Hsu and wife, Ruth Hsu, hereinafter referred to as Trustors, hereby transfer and convey unto John H. Henderson, 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 $_____, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and have the loss, if any, made payable on the policy or policies to the lawful owner or holder of said indebtedness. BOOK5510 PAGE 695

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 shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with reasonable attorney's fee, shall be allowed, and be payable by Trustors upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear ten and three-fourths (10-3/4%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 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, within ten 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 Courthouse 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 the 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 the 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 to do so, 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 of Davidson County, Tennessee, and the title herein conveyed to the above-named Trustee shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 25th day of September, 1979.

MARTIN S. ROBERTS, JR.

JOHN T. HELM, III

DANIEL HSU

RUTH HSU

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, John W. Henderson Jr., a Notary Public in and for said State and County, Martin S. Roberts, Jr. and John T. Helm, III, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, on this the 25th day of September, 1979.

(SEAL) John W. Henderson, Jr.
Notary Public

My commission expires:

July 21, 1980.

6918 10/05 320.80- CHECK

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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Personally appeared before me, John W. Henderson, Jr., a Notary Public in and for said State and County, Daniel Hsu and wife, Ruth Hsu, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness ~~my hand and official~~ seal at Franklin, Tennessee, on this the 1st day of October, 1979.

John W. Henderson, Jr.
Notary Public

(SEAL)
My commission expires:
July 24, 1980.

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual value or consideration, whichever is greater, for this transfer is $90,500.00.

Sworn to and subscribed before me, on this the 2nd day of October, 1979.

John W. Henderson, Jr.
Notary Public

(SEAL)
My commission expires:
July 24, 1980.

F.5.6.3.7.4

IDENTIF. REFERENCE

OCT 5 3 57 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			90300.00-	CO
			65055.00-	MO
			235.30	CO TX
			67.00	MO TX
			.50	PRFEE
			16.00	WDEED
			CHECK	320.30-
			6918A10/05/79 B4L	.30

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5 6 3 7 4

IDENTIF. REFERENCE

Oct 5 3 57 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 717070