OFF REC

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BOOK 5568 PAGE 7

Personally appeared before me SATIA E GOFF a Notary Public in and for said state and county, Thomas Mic Patton, the within named bargainor 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 10th day of DECEMBER, 1979.

Satia E. Goff
NOTARY PUBLIC

My Commission Expires: OCTOBER 15, 1983

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION ~~OR TRUE VALUE, WHICHEVER IS GREATER,~~ FOR THIS TRANSFER IS
$ [illegible]
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 15th DAY OF Feb 19 80.
[illegible]
Deputy Register

F 76640 IDENTIF. REFERENCE

FEB 15 9 56 AM '80

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

2951 03/15 12,0?- CHECK

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DEED OF TRUST

(Direct)

THIS DEED OF TRUST, made this 13th **day of** February, **19** 80, **by and between** John Henry Armstrong, Jr. and wife, Betty Richardson Armstrong **hereinafter referred to as "Grantor,"** and Richard D. Taylor, trustee **whose address is** Court Sqaure Building, 300 James Robertson Parkway, Nashville, Tn. 37219 **hereinafter referred to as "Trustee," and the Administrator of the Small Business Administration, an agency of the Government of the United States of America, hereinafter referred to as "Beneficiary," who maintains an office and place of business at** Suite 1012 Parkway Towers, 404 James Robertson Parkway, Nashville, Tn. 37219

WITNESSETH, that for and in consideration of $1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, all of the following described property situated and being in the County of Davidson **State of** Tennessee

In the 14th Civil District (formerly 24th) of Davidson County:

Beginning at the southeast corner of the lot conveyed to M. Frey by deed from W.H. Snyder and wife, and runs with said M. Frey's south boundary line west 52 poles to a stake in the Nashville and Springfield Road; thence South 53½° East 43 poles to a point in Dower line; thence, with said Dower line, North 14 poles to a stake in a field, the N.W. corner of said Dower; thence, with said Dower line, East 38 poles to a stake in a field, the N.E. corner of said Dower; thence north 50 poles to a white oak; thence west to the beginning; containing 14 acres more or less and being part of Lot No. 7 of the division of the lands of Abraham Earhart.

Being the same property conveyed to Grantors by James Lowe Armstrong by deed dated April 30, 1973 which is recorded in Deed Book 4703 Page 67 in Register's Office, Davidson County, Tennessee, subject only to prior lien in favor of Production Credit Association in amount not more than $15,000.00

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein in trust, to secure the payment of a promissory note dated 2/13/80 due 10 years from date, payable in annual installments of $3,434.00 incouding interest at the rate of 7 3/8% per annum to the order of beneficiary **in the principal sum of $** 23,700.00 **, signed by** John Henry Armstrong, Jr. and wife, Betty ~~in behalf of~~ Richardson Armstrong

The beneficial owner and holder of said note and of the indebtedness evidenced thereby is the Beneficiary.

1. This conveyance is made upon and subject to the further trust that the said Grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the profits thereof to his own use until default be made in any payment of an installment due on said note or in the performance of any of the covenants or conditions contained therein or in this Deed of Trust; and, also to secure the reimbursement of the Beneficiary or any other holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including

SBA Form 929 (10-71) Previous editions are obsolete.

THIS INSTRUMENT PREPARED BY: James P. Beachboard, Attorney
Suite 1012 Parkway Towers
404 James Robertson Parkway
Nashville, Tn. 37219