STATE OF TENNESSEE
Davidson County

BOOK 5566 PAGE 743

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Roger Thomas Stockton and Sue D. Stockton

the 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 13th day of FEBRUARY 19 80

Commission expires 7-18-82

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that (he) as such (they) _____ 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 _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19_____

My commission expires _____

Notary Public

WARRANTY DEED

FROM
Roger Thomas Stockton

TO
James T. Stockton

F 76643

IDENTIF. REFERENCE

FEB 15 10 26 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

HOWSER, THOMAS, SUMMERS
BINKLEY & ARCHER, ATTYS.
300 JAMES ROBERTSON PKWY.
NASHVILLE, TN 37201

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5568 PAGE 744

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

30532.00- CO
79.30 CO TX
.50 PRFEE
6.00 WDEED
CHECK 85.00-
2953A02/15/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

76643

IDENTIFICATION REFERENCE

FEB 15 10 26 AM '80

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

No. 742256

File 41

2954

02/15 32.50-

CHECK

THIS INSTRUMENT PREPARED BY
HOWSER, THOMAS, BINKLEY,
ARCHER AND SUMMERS ATTORNEYS
300 COURT SQUARE BUILDING
NASHVILLE, TENN. 37201

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 5565 PAGE 745

THIS INDENTURE, Made and entered into this 13TH *day of* FEBRUARY ,19 80 ,*by and between* James E. Stockton ,party of the first part, James R. Bellar Trustee(s), party of the second part, and Mercantile Mortgage Company ,a corporation organized and existing under the laws of the State of Missouri , having its principal office and post-office address at P.O. Box 14569 St. Louis, Mo 63178 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 Lots 77 and 78 on the Plan of Sharpe and Horn's First Addition to Northeast Nashville, of record in Book 57, page 152, Register's Office for said County.

Said Lots Nos. 77 and 78 front 50 each on the westerly side of Stainback Avenue and run back between parallel lines 150 feet, more or less, to an alley.

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 TWENTY FIVE THOUSAND AND 00/100---------- Dollars ($ 25,000.00), 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 Mercantile Mortgage Company in St. Louis, Mo 63178 , or at such other place as the holder of the note may designate in writing in monthly installments of TWO HUNDRED SIXTY THREE & 50/100 Dollars ($ 263.50), commencing on the first day of MARCH ,19 80 , 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 FEBRUARY, 2005.

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;