THIS DEED PREPARED BY:
J. C. DALE, JR., ATTORNEY
1406 Nashville City Bank Building
Nashville, Tennessee 37201

BOOK 5576 PAGE 105

WARRANTY DEED

ADDRESS NEW OWNER AS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
LYMAN THOMAS DAVIS, JR.	SAME	33 - 127 pt
1101 Gallatin Road, North	SAME	
Madison, Tennessee 37115	SAME	

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND DOLLARS ($13,000.00) of which the sum of ONE THOUSAND DOLLARS ($1,000.00) has been paid by LYMAN THOMAS DAVIS, JR., GRANTEE herein, to MRS. ROBERT L. MONROE, a widow, GRANTOR, receipt of which is hereby acknowledged and for the remainder of TWELVE THOUSAND DOLLARS ($12,000.00) the said LYMAN THOMAS DAVIS, JR. has executed his Promissory Installment Note in the principal amount of TWELVE THOUSAND DOLLARS ($12,000.00) payable in equal monthly installments of TWO HUNDRED FIFTY DOLLARS ($250.00) each, without interest, the first of said installments being due and payable on or before the 1st day of June, 1979, and the remaining installments being due and payable, one each, consecutively on or before the 1st day of each month thereafter until all installments of said Note are paid in full, each installment being payable without interest, if paid when due, but bearing interest at the legal rate of ten (10%) per cent from and after due date if it remains unpaid, and said Note providing for payment of a reasonable attorney's fee, in the event of default in the payment of any installment thereof and said Note is placed in the hands of an attorney for collection, and a lien is expressly retained on the land herein conveyed to secure the payment of said Note in accordance with its terms, the said GRANTOR, MRS. R. L. MONROE, has this day bargained and sold, and does hereby transfer and convey unto the said LYMAN THOMAS DAVIS, JR. and his heirs and assigns said real estate in Davidson County, Tennessee, described as follows:

Beginning at a point in the north boundary line of the tract of land conveyed by Joseph R. West, Clerk and Master to W. E. Davis, et al by deed of record in Book 723, Page 278, Register's Office for Davidson County, Tennessee, 1059.7 feet westerly from the center of said Gallatin Pike; thence north 86° west 578.3 feet to an iron pin, the same being the northwest corner of a 16.07 acre tract conveyed to W. E. Davis, et al by deed of Joseph R. West, Clerk and Master on February 10, 1928, of record in Book 723, Page 278, said Register's Office; thence south 1-1/4° west with the westerly margin of the said 16.07 acre tract 306 feet to a stake; thence east and parallel with the north margin of said 16.07 acre tract 578.3 feet to the westerly margin of a tract of 22.75 acres, conveyed by Leland T. Davis, et al to W. E. Davis by deed of record in Book 834, Page 622, said Register's Office; thence north 1-1/4° east 306 feet with said west boundary line of the 22.75 acre tract to the beginning, being 4 acres more or less.

Being a part of the same property conveyed to Robert L. Monroe and wife, Ermine Davis Monroe by deed from Leland T. Davis of record in Book 966, Page 251, said Register's Office, the said Robert L. Monroe having died being survived by his widow Mrs. Robert L. (Ermine Davis) Monroe, the Grantor herein.

Said property is unimproved.

TO HAVE AND TO HOLD said described real estate with the appurtenances, estate, title and interest thereto belonging to the said LYMAN THOMAS DAVIS, JR., his heirs and assigns forever. GRANTOR

covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it and that the same is unencumbered except for current Metropolitan Nashville and Davidson County Taxes. She further covenants and binds herself, and her heirs and representatives to warrant and forever defend the title to said real estate to said LYMAN THOMAS DAVIS, JR., his heirs and assigns against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien note and rendering unnecessary Court proceedings for the enforcement of said lien in the event of non-payment of said Note or any installment thereof as they mature, as hereinafter provided, and for the consideration of ONE DOLLAR ($1.00) to me in hand paid I, the said LYMAN THOMAS DAVIS, JR.,do hereby transfer and convey to J. C. DALE, JR., TRUSTEE, his successors and assigns, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Now, if the said LYMAN THOMAS DAVIS, JR. shall pay the Note and each installment thereof when due, according to the terms of said Note, then this trust conveyance shall be of no further force or effect. But if he shall fail to pay any installment of the said Note when due or within ten (10) days after the due date thereof, at the option of the lawful owner and holder of said Note all remaining unpaid installments shall become due and payable at once, without notice, and the said TRUSTEE, or his successor in trust, will upon request of such holder be authorized and empowered upon giving twenty (20) days' notice by three (3) publications in any newspaper,daily or weekly, published in Davidson County, Tennessee, to sell said property at the Front Door of the County Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead 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 holder of the Note may bid at any sale under this trust conveyance. The purchaser shall be entitled to immediate possession of the property upon delivery to him by the TRUSTEE of a deed therefor. In case of sale hereunder, the proceeds of sale will be applied by the TRUSTEE as follows:

(1) To the payment of all costs, charges and expenses of advertising and conducting the sale,reasonable attorney's fee for advice in the premises, all expenses incident to any litigation arising in connection with this transaction and the expenses of preparing and executing the conveyance.

(2) To the payment of all taxes on the property which may be unpaid.

(3) To the payment of the unpaid Note in accordance with its terms and reimbursement of any sums expended for protection of the property or as herein otherwise authorized.

(4) The residue, if any, will be paid to LYMAN THOMAS DAVIS, JR., his representatives or assigns.

In case of the death, inability or refusal to act of said TRUSTEE at any time, the lawful owner and holder of said Note is hereby authorized and empowered to name and appoint a successor to execute the trust by recording such appointment in the said Register's Office for Davidson County, Tennessee. The title herein conveyed to J. C. DALE, JR., TRUSTEE will be vested in said successor. Said TRUSTEE is authorized to execute this trust without being required to give bond

and is not required to file any account or settlement in relation to the trusteeship.

IN WITNESS WHEREOF, we the said GRANTOR and GRANTEE have hereunto set our hands at Madison, Tennessee this 24 day of May, 1979.

Mrs. Robert L. Monroe
MRS. ROBERT L. MONROE

Lyman T. Davis Jr.
LYMAN THOMAS DAVIS, JR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jack W. Smith, a Notary Public in and for said County and State, the within named MRS. ROBERT L. MONROE, a widow, and LYMAN THOMAS DAVIS, JR., 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 Madison Tennessee this 24th day of May, 1979.

Jack W. Smith
Notary Public

My Commission Expires:
10-18-82

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 3,000
Lyman T. Davis Jr.
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF March 1980.
G. Buskeas
Deputy Register

RECEIVED
MAR 7 4 10 PM '80
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

F 79817

6574 03/07 53.30- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5576 PAGE 108

RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			13000.00- CO	
			12000.00- MO	
			39.60 CO TX	
			10.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	53.30-
6874A03/07/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 79817

IDENT REFERENCE

MAR 7 4 11 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 746034