BOOK 5776 PAGE 872

SUBSTITUTE TRUSTEE'S DEED

97 01

This indenture made and entered into on this 13th day of July, 1981, by and between Richard D. Taylor, Substitute Trustee, of Nashville, Davidson County, Tennessee, Party of the First Part, and The Small Business Administration, an agency of the United States, Party of the Second Part.

$ 9.00

CHECK

W I T N E S S E T H

WHEREAS, by Deed of Trust dated June 20, 1972, and recorded in Book 4620, page 161, Register's Office, Davidson County, Tennessee, Joshua Grider and wife, Agnes M. Grider, conveyed to James B. Watson, Jr., the hereinafter described property to secure payment of promissory note payable to Small Business Administration by Joy Marie Sims, Joshua Grider and Isaac N. Martin, A Partnership, d/b/a Ebony Company, and Gwendolyn Martin, wife of Isaac N. Martin and Agnes M. Grider, wife of Joshua Grider, Nashville, Tennessee, in the original principal sum of SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00); and

WHEREAS, by Deed of Trust dated August 23, 1972, and recorded in Book 4633, page 398, Register's Office, Davidson County, Tennessee, Joshua Grider and wife, Agnes M. Grider, conveyed to James B. Watson, Jr., the hereinafter described property to secure payment of promissory note payable to Small Business Administration by Joy Marie Sims, Joshua Grider and Isaac N. Martin, A Partnership, d/b/a Ebony Company, and Gwendolyn Martin, wife of Isaac N. Martin and Agnes M. Grider, wife of Joshua Grider, Nashville, Tennessee, in the original principal sum of SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00); and

WHEREAS, by Deed of Trust dated August 23, 1972, and recorded in Book 4633, page 394, Register's Office, Davidson County, Tennessee, Joy Marie Sims, conveyed to James B. Watson, Jr., the hereinafter described property to secure payment of promissory note payable to Small Business Administration by Joy Marie Sims, Joshua Grider and Isaac N. Martin, A Partnership, d/b/a Ebony Company, and Gwendolyn Martin, wife of Isaac N. Martin and Agnes M. Grider, wife of Joshua Grider, Nashville, Tennessee, in the original principal sum of SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00); and

WHEREAS, Small Business Administration, the owner and holder of the indebtedness due thereon, appointed Richard D. Taylor as Substitute Trustee, which appointment is dated October 10, 1980, and recorded in Book 5667, page 38, Register's Office, Davidson County, Tennessee; and

WHEREAS, default was made in the payment of said principal note and the holder thereof has directed First Party to advertise and sell said property in satisfaction of said indebtedness and the costs of foreclosure in accordance with the terms and provisions of the said promissory note and Deed of Trust; and

WHEREAS, First Party did advertise said property for sale in accordance with the terms of said Note and Deed of Trust, notice of same and place of said sale being published in the The Nashville Record on June 18, 25, July 2 and 9, 1981; and

WHEREAS, pursuant to said notice, First Party did offer said property for sale at the door of the Davidson County Courthouse, Nashville, Tennessee, on July 13, 1981 at or about Twelve O'clock Noon, C.D.T., and The Small Business Administration, an agency of the United States, being the highest and best bidder thereof, became the purchaser of said property at and for the sum of Eight Thousand and no/100 ($8,000.00) Dolalrs and said sum of said bid having been paid, the receipt of which is hereby acknowledged.

NOW THEREFORE, for and in consideration of the premises, Party of the First Part has this day bargained and sold and does hereby transfer and convey unto the Party of the Second Part, the following-described real property situate in Davidson County, Tennessee, to-wit:

Tract No. 1:

12th Civil District of Davidson County, Tennessee, being Tract 5, as shown on a survey by Parrish Engineers, Inc., May 27, 1966, as follows:

Beginning at a point in the southerly margin of Haynes Street at the common corner of Tracts 4 and 5; said point being 217 feet northwest of the intersection of Haynes Street with Seminary Street; thence along the dividing line between said two tracts, South 60 degrees, 40' West 149.3 feet, to the margin of Haynes Meade, S/D, Section II; thence with the margin of said Subdivision, North 28 degrees, 42' West 19.7 feet to a point; thence North 45 degrees, 03' West 31.5 feet to the common rear corner of Tracts 5 and 6; thence with the common dividing line of said two Tracts, North 60 degrees, 40' East 158.4 feet to the margin of Haynes Street; thence with the margin of said Street, South 28 degrees 27' East to the point of beginning.

Tract No. 2:

Land in the 12th Civil District of Davidson County, Tennessee, being Tract 6, as shown on a survey by Parrish Engineers, Inc., May 27, 1966, as follows:

Beginning at a point in the southerly margin of Haynes Street at the common corner of Tracts 5 and 6, said point being 267 feet northwest of the intersection of Haynes Street with Seminary Street; thence with the dividing line between said two tracts, South 60 degrees 40' West 158.4 feet, to the margin of Haynes Meade S/D, Sec. II; thence with the margin of said Subdivision, North 45 degrees 03' West 52.15 feet to a point; thence North 60 degrees 40' East 173.2 feet to the margin of Haynes Street; thence with the margin of said street, South 28 degrees 27' East 50 feet to the point of beginning.

Tract No. 3:

Land in Davidson County, Tennessee, being a part of Lot No. 1, on the map of Sarah Hart Homestead Tract, not of record, but shown on a plan of record in Book 57, page 15, Register's Office for said county, and being a part of lot shown on a survey of part of said Lot No. 1, made by S. M. McMurray, of record in Book 421, page 8; said Register's Office, and being further Lot No. 6 on an unregistered copy of a subdivision of said Lot No. 1, made by T. R. Sanford, September 27, 1949, as follows:

BOOK 5776 PAGE 874

Said Lot No. 6 fronts 43 feet on the south side of Arrington Street or Avenue and runs back between parallel lines, parallel to and 43 feet east of the easterly margin of North Fifth Street, 120 feet to a dead line.

To have and to hold said property to the said Party of the Second Part ~~(his/her/their/its and his/her/their/its assigns)~~ (its successors and assigns), forever, and in bar of equity or redemption, homestead and dower, subject to validly liened ad valorem taxes.

And, I, Richard D. Taylor, Substitute Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to said property only as to such title coming through or by me to the said Party of the Second Part ~~(his/her/their/its and his/her/their/its assigns)~~ (its successors and assigns), against the lawful claims of all persons whomsoever.

Richard D. Taylor

RICHARD D. TAYLOR

Substitute Trustee

G.5.3.1-1.9

IDENTIF. REFERENCE

FILED JUL 31 10 01 AM '81

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Bettie Batson, a Notary Public in and for the said County and State, the within named Richard D. Taylor, Substitute Trustee, the 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 office in Nashville, Tennessee, this 13th day of July 1981.

Bettie Batson

Notary Public

My Commission Expires: July 28, 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 8,000.00.

Richard D. Taylor

Subscribed and sworn to before me this the 27th day of July, 1981.

Bettie Batson

Notary Public

My Commission Expires: July 21, 1985

This instrument was prepared by:
Richard D. Taylor
Attorney at Law
300 James Robertson Pkwy.
Nashville, Tn. 37201

F. 1. RAT 117