This Form furnished by Attorneys Title Company, Inc.

BOOK 5796 PAGE 550

Form No. WD-2

FROM

Shirley Mayes Williams

TO

James E. McMurtry and wife, Barbara McMurtry

For draftsman's use

Schulman, Pride & LeRoy
P. O. Box 2707
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. McMurtry and wife, Barbara McMurtry (NAME)	Metropolitan Federal Savings and Loan Association (NAME)	Map 61-7
4309 Glynda Drive (STREET ADDRESS OR ROUTE NUMBER)	230 Fourth Avenue North (STREET ADDRESS)	Par. 198
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 18 4 10 PM '81

FEE $ ... REGISTER
DAVIDSON COUNTY, TENN.

RUSH

G60577

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 36,300.00 James E McMurtry
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 18th DAY OF September 19 81

Louis E. Coleman
Notary Public

MY COMMISSION EXPIRES: Jan 25-1983

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

For and in Consideration of the sum of Ten and 00/100 ($10.00)---------- DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, including the assumption of a Deed of Trust executed in favor of First Federal Savings and Loan Association of Nashville, of record in Book 4364, Page 789, Register's Office for Davidson County, Tennessee, and a Note of even date in the original principal amount of $14,550.00, payable as specified therein.

Shirley Mayes Williams (formerly Shirley S. Mayes) have bargained and sold, and by these presents do transfer and convey unto the said James E. McMurtry and wife, Barbara McMurtry, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of Young-Dale Subdivision, as of record in Book 2330, Page 22, Register's Office for said County.

Said lot fronts 86 feet on the west side of Glynda Drive, as measures around a curve, and extends back 216 feet on the south line and 220.8 feet on the north line to a dead line and measures 57 feet.

Being the same property conveyed to Jackie D. Mayes and wife, Shirley S. Mayes, by Deed from Albert M. Guinn and wife, Margaret A. Guinn, of record in Book 4364, Page 787, Register's Office for Davidson County, Tennessee. The said parties having since divorced, and all right, title, and interest in said property divested out of Jackie Dean Mayes and vested in Shirley M. Mayes, by divorce decree of record in Book 4841, Page 195, Register's Office for Davidson County, Tennessee.

This property is subject to a Plan of record in Book 2330, Page 22, said Register's Office, which shows an Owner's Certificate, a 40-foot minimum building setback line from Glynda Drive, and a 10-foot easement for public utility and drainage purposes along the rear line of said lot.

T. J. Williams, husband of the Grantor, joins in this conveyance for the purpose of releasing and conveying any interest in the above-described property which he might have by reason of the marital status.

This property is also subject to Restrictive Covenants of record in Book 2392, Page 27, Register's Office for Davidson County, Tennessee.

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This is unimproved ( ) improved (X) property, known as 4309 Glynda Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address (City or Town) (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said James E. McMurtry and wife, Barbara McMurtry, their heirs and assigns, forever.

And I do covenant with the said James E. McMurtry and wife, Barbara McMurtry, that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except as hereinabove set forth and for 1981 taxes which are a lien but not yet due and payable and which the Grantee agrees to assume and pay.

And Shirley Mayes Williams do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said James E. McMurtry and wife, Barbara McMurtry, their heirs and assigns against the lawful claims of all persons whomsoever.

Witness our hand s this 18th day of September, 19 81

Shirley Mayes Williams
Shirley Mayes Williams (formerly Shirley S. Mayes)

T. J. Williams
T. J. Williams

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louise S. Clemmons, a Notary Public in and for said County and State, the within named Shirley Mayes Williams and husband, T. J. Williams,

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 18th day of September 19 81.

Louise S. Clemmons, Notary Public.

Commission expires Jan 15-1983.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I am personally acquainted, and who, upon oath, acknowledged ..... self to be .....

..... of the .....,

the within named bargainor, a corporation, and that ..... he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in .....,

this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF ~~BOOK 5796 PAGE 552~~

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
			36500.00- CO	
			94.38 CO TX	
			.50 PRFEE	
			6.00 MDEED	
			CHECK	100.88-
805	AUG/18/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

660577

IDENTIF. REFERENCE T

SEP 18 4 10 PM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 844316

Deed of Trust

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FOR AND IN CONSIDERATION of One Dollar to me *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* Judith C. Madry ..... *have this day bargained and sold, and do hereby transfer and convey, to* Patricia H. Kendrick ..... *Trustee, and his successors in trust, certain property in the State of Tennessee,* Davidson ..... *County, described as follows, to-wit:*

Land in Davidson County, Tennessee, being lot No. 16 on the Plan of W. J. Myers Subdivision, (Maxey's add. to Brownsville) , of record in Book 332, Page 66, Register's Office for said County.

SAID Lot No. 16 fronts 50 feet on the easterly margin of Burns Avenue and extends back between parallel lines 150 feet to an alley.

BEING the same property conveyed to Allie P. Carter, by deed from Ronnie M. Buford and wife, Cynthia Renee Dixon Buford, of record in Book 5548, Page 969, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said property to the said Patricia H. Kendrick ..... *Trustee, and his successor in trust, forever* I *covenant that* I am *lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* my ..... *heirs and representatives, to warrant and defend the title to said property to the said* Patricia H. Kendrick ..... *Trustee and his successor in trust, and his assigns, forever, against the lawful claims of all persons.*

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purposes, to-wit:

To secure the payment of a note dated September 15, 1981 from Judith C. Madry, to Meharry-Hubbard Credit Union in the principal amount of $8,563.11 payable 60 months at $203.71, including 15% interest commencing October 15, 1981.

This instrument prepared by Patricia H. Kendrick, Manager, Meharry-Hubbard Credit Union, 1005 18th Avenue, North, Nashville, Tennessee 37208

RUSH

SEP 18 4 13 PM '81

FEE[illegible] REGISTER DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

660578

35/18 5.00- CHECK

BOOK

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned 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 to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Undersigned 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 this deed of trust or the terms thereof, or to 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 a reasonable attorneys fee, shall be allowed, and if paid by the trustee or the lawful owner and holder of said indebtedness, shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if the undersigned grantors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if grantors fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the Trustee or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, within thirty 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 or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness 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 Court House 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. Grantors agree that the trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantors further agree 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 event of the death, absence, inability, or refusal to act of the said trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the grantors and all persons holding under them shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days written notice.

Upon any sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First:—To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

Second:—To pay said debt, or any balance thereof then remaining unpaid.

Third:—The residue to be paid to grantors, or their order.

Witness my hand on this fifteenth day of September, 19 81, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Judith C. Madry

Judith C. Madry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Maggie Knowles Cannon, *a Notary Public in and for said County and State,* Judith C. Madry

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 15 *day of* September, 19 81

Maggie Knowles Cannon
Notary Public

MAGGIE KNOWLES CANNON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 4-17-83

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., 19.....

.....*Notary Public*

Commission expires .....

DEED OF TRUST

FROM
Judith C. Madry

TO
Meharry-Hubbard Credit Union
Patricia H. Kendrick, Trustee

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238