059-00-0

This instrument prepared by L. Raymond Grimes, of the law firm, MARKS, MARKS & SHELL, 114 South Second Street, Clarksville, TN 37040

Mail Tax Statement To mail

William Patton, Jr.

3201 Sennadale Lane

Nashville, Tennessee 37207

WILLIAM C. THOMPSON, JR., et ux

TO: Deed with Retained Lien and Power of Sale

BOOK 5954 PAGE 197

WILLIAM PATTON, JR.

FOR THE CONSIDERATION HEREINAFTER STATED, WILLIAM C. THOMPSON, JR., and wife, GERALDINE THOMPSON, as GRANTORS, have this day bargained and sold and do hereby transfer and convey unto the GRANTEE, WILLIAM PATTON, JR., his heirs and asigns forever, the following described real estate, together with any and all improvements thereon and all appurtenances thereto appertaining, situated in the 12th Civil District of Davidson County, Tennessee, to-wit:

> LYING in the 12th Civil District of Davidson County. Tennessee, being part of Lot #18 on the unrecorded map of the Subdivision of Part of the Marshal Waters Land as follows:
>
> BEGINNING at a point in the northerly margin of New Ewing Road at the southeast corner of the property conveyed to Wallace Dozier Thompson and wife by deed of record in Book 2907, page 101, Register's Office for Davidson County, Tennessee; thence with their easterly line North 3 deg. 30 min. East 449.2 feet to a point in the center line of Ewing Creek; thence North 81 deg. 30 min. East 39.9 feet to a point and south 79¼ deg. east 66 feet; thence southwest 426 feet to a marker on the Northerly margin of New Ewing Drive; thence with the same North 89 deg. 40 min. West 104 feet to the beginning.
>
> THIS being a portion of the same property conveyed to the GRANTORS by deed of record in Book 4608, page 228, Register's Office for Davidson County, Tennessee, now known as 661 Ewing Drive.

TO HAVE AND TO HOLD said real estate, together with any and all improvements thereon and all appurtenances thereto appertaining, unto the GRANTEE, WILLIAM PATTON, JR., his heirs and assigns forever.

WILLIAM PATTON, JR. has owner water rights but shared by the GRANTORS until WILLIAM PATTON, JR. disposes of the said property, or until the water rights are no longer needed by the GRANTORS.

THE GRANTORS COVENANT that they are lawfully seized and possessed of said real estate; that they have a good right to convey the same; that it is unencumbered; and they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE CONSIDERATION for this conveyance is as follows:

(1) A valuable cash consideration, cash in hand paid, the receipt of which is hereby acknowledged by the Grantors; and

(2) The execution of one certain negotiable promissory note dated the 14th day of September, 1982, executed by the GRANTEE herein, payable to the order of the GRANTORS, in the principal amount of $30,000.00, payable in 240 equal, consecutive monthly installments of $269.92 each, the first of which is due October 1, 1982, with interest amortized at the rate of 9% per annum.

Default in any one installment shall render the entire balance of the note due at once at the option of the holder thereof with demand, presentment, and notice being expressly waived. Said note provides for a reasonable attorney's fee in the event default in the payment thereof is made.

TO SECURE the payment of said note herein described, a Vendor's Lien is expressly retained on the property herein conveyed.

THE GRANTEE herein further joins in the execution of this instrument for the express purpose of agreeing to pay the aforesaid note according to the terms aforesaid, payable to the herein GRANTORS; to pay all taxes assessed against said property before such taxes become delinquent; to keep the improvements on said property insured against fire and windstorm in an amount satisfactory to the holders of said note, with the mortgage or loss payable clause in favor of said holders, and further agree to furnish satisfactory evidence of the carrying of such insurance. The GRANTEE agrees that in the event said taxes or insurance premiums are not paid, any holder of said note may pay said taxes and procure such insurance, the cost of the same, together with 9% interest thereon, shall be secured as a part of the herein described note. Should the GRANTEE breach any provision of this paragraph, then the GRANTOR or holder of the note may treat such breach as the equivalent to a default in the payment of the note herein secured and foreclose the lien of this instrument in the manner herein set out.

THE GRANTEE further agrees that in the event said note is not paid as provided, or if there is failure to pay any taxes assessed against said real estate before delinquent, or there is failure to keep the improvements on said real estate insured as aforesaid, any holder of said note shall have the right to declare the entire balance of said note due and collectible at once and the GRANTORS, or any

holder of said note, shall have the right to advertise the herein described real estate for sale by printed handbills or notice conspicuously posted in Davidson County, Tennessee, giving therein the time, place and terms of the sale and/or as provided by statute, and shall have the right at the time mentioned in said advertisement to sell said real estate at the West door of the Courthouse in Nashville, Davidson County, Tennessee, for cash, and in bar of the equity of redemption, homestead, dower, curtesy, and any other right or claim which the GRANTEE or anyone claiming under or through him may have, all such equities, rights and claims being waived in the event of sale hereunder, and title to the purchaser shall be absolute. At such sale the holder of said note may bid and become a purchaser, the same as any other person.

IN THE EVENT OF SALE HEREUNDER the proceeds thereof shall be applied as follows:

A. To the payment of all costs and expenses of advertising and making said sale, including reasonable compensation for the services of auctioneers, and attorneys employed by the holder of said note in connection with the sale.

B. To the payment of the indebtedness and interest thereon hereby secured, all expenses incurred by the holder of said note in regard to its collection and in regard to said foreclosure, and any and all property taxes for which the GRANTEE is liable, whether such taxes are due and payable or not, together with the Attorney's fee provided in said note.

C. The surplus, if any, after application of the proceeds as provided in A and B above shall be paid to the GRANTEE, his heirs, representatives, or assigns.

THE GRANTEE FURTHER AGREES that in case of sale hereunder he will surrender possession of the real estate immediately.

POSSESSION will be given with delivery of deed.

THE GRANTORS make OATH that the fair cash market value of the real estate herein conveyed is $35,000.00.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the 15th day of September, 1982.

William C. Thompson, Jr.
WILLIAM C. THOMPSON, JR.

Geraldine Thompson
GERALDINE THOMPSON

Grantors

William Patton Jr
WILLIAM PATTON, JR.

Grantee

STATE OF TENNESSEE

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COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for said County and State, WILLIAM PATTON, JR., 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 seal of office on this the 15 day of October 1982.

NOTARY PUBLIC

My Commission Expires: 4/7/83

STATE OF TENNESSEE

COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for said County and State, WILLIAM C. THOMPSON, JR., and wife GERALDINE THOMPSON, the within named 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 seal of office on this the 15th day of October 1982.

NOTARY PUBLIC

My Commission Expires: 4/7/83

H 13987

IDENTIF. REFERENCE

Oct 25 11 20 AM '82

FELIX Z. GILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

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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
			35000.00- CO	
			30000.00- MO	
			91.00 CO TX	
			28.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	131.50-
5795A	10/25/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 13987

IDENTIF. T REFERENCE

OCT 25 11 21 AM '82

FELIX Z. WILSON T.T. REGISTER
DAVIDSON COUNTY, TN

No. 906405