This instrument prepared by: G. Thomas Shields, Attorney
101 Cumberland Avenue
Madison, TN 37115

Name and Address of New Owner: Send Tax Bills to: Map Parcel No.

ELLA MAI MOORE
2007 Paula Drive
Madison, TN 37115

(same)

34-3
par. 47 – KB

QUITCLAIM DEED BOOK 5965 PAGE 571

KNOW ALL MEN BY THESE PRESENTS, That I, BOBBY EUGENE RAGER, in consideration of One Dollar ($1.00), in hand paid by the grantee, do hereby demise, release and forever quitclaim unto ELLA MAI MOORE, her heirs and assigns, all my title, interest and estate, legal and equitable, in the following premises, to-wit:

Land in Davidson County, Tennessee, being lot no. 115 on the plan of Shepherd Hills, Section No. 3 as of record in Book 2900, page 56, Register's Office for said County.

Said Lot No. 115 fronts 170 feet on the southeasterly side of Paula Drive and extends back between lines, 290 feet on the southwesterly side and 225 feet on the northeasterly side, to a dead line in the rear, measuring 216.7 feet thereon.

Being the same property conveyed to Bobby Eugene Rager and wife, Ella Mai Rager, by deed of record in Book 3673, page 561, Register's Office for said County, they having since divorced and Ella Mai Rager now being known as Ella Mai Moore.

IN TESTIMONY WHEREOF, witness my hand this 23 day of March, 1981.

Bobby Eugene Rager
BOBBY EUGENE RAGER

This is improved property known as 2007 Paula Drive, Madison, Tennessee 37115.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named BOBBY EUGENE RAGER, 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 Nashville, Tennessee, this 23 day of March, 1981.

Juanita Sue Lewis
NOTARY PUBLIC

My Commission Expires: 4-17-83

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $1.00.

Bobby E Rager
AFFIANT

Subscribed and sworn to before me, this 23 day of March, 1981.

My Commission Expires: 4-17-83

Juanita Sue Lewis
NOTARY PUBLIC

H 1 7 2 4

IDENT. & REFERENCE

Nov 17 10 46 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

This instrument was prepared by W. G. Birdwell Jr., Carthage, Tennessee

DEED OF TRUST — BOOK 5965 PAGE 572 — Courier—Carthage, Tenn.

State of Tennessee, Smith County

For and in consideration of One Dollar, cash in hand paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Bobby Eugene Rager and wife Ella Mai Rager have this day bargained and sold and do hereby transfer and convey to W. G. Birdwell Jr., 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. 115 on the plan of Shepherd Hills, Section No. 3 as of record in Book 2900, page 56, Registers Office for said County.

Said lot No. 115 fronts 170 feet on the southeasterly side of Paula Drive and extends back between lines, 290 feet on the southwesterly side and 225 feet on the northeasterly side, to a dead line in the rear, measuring 216.7 feet thereon.

Being the same property conveyed to Hoyte Rogers and wife Francis S. Rogers, by Deed from A. J. Coleman and wife, Edith Coleman, of record in Book 2922, page 279, Register's Office for Davidson County, Tennessee.

STATE TAX $ 1.00
PROBATE .50
TOTAL $ 1.50

AUG 14 1967 PAID AUG 67
R. E. WORRALL
COUNTY COURT CLERK

To have and to hold said property to the said W. G. Birdwell Jr. Trustee, and his successors in trust, we covenant that we are lawfully seized of said property, have good right to convey it, and that the same is unincumbered, and we will warrant and defend the title to the said property to the said Trustee, or his successor in trust, or 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 purpose, to-wit:

The said Bobby Eugene Rager and wife Ella Mai Rager are justly indebted to Citizen Bank in the sum of $20,000.00 due as follows: Ninety Days and any sums of money for which the undersigned may now or hereinafter be liable to said bank.

Now, if we shall pay the sum aforesaid when due according to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, after advertising as required by law, to sell said property at Court House door in said county, to the highest bidder, for cash, and 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance we agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And we agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $15,000.00 Builder's Risk until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured we agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and in case we fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of 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 expense of any litigation which may arise on account of the execution and enforcement of this trust.

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

Third—The residue to be paid to our order. And in case of death, absence, inability or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts 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 Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, then the said parties of the first part, and all persons holding under them shall be and become the tenants at will of the purchaser if the same, 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.

This 9th day of June 1967

Bobby Eugene Rager
Bobby E. Rager
Ella Mai Rager

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED