FILE BOX 3

Form No. WD-1

3901 01/28 175.50- CHECK

H 28348

BOOK 5998 PAGE 865

T

IDENTIF. REFERENCE

JAN 28 8 37 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER. FOR THIS TRANSFER IS $ 65,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26TH DAY OF JANUARY, 19 83

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
EDWARD SEDDON – 295 PLUS PARK BOULEVARD, SUITE J – NASHVILLE, TN 37217

NAME	ADDRESS	
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Steven L. Mitchell	Mortgage Trust Company	MAP 53-5
(NAME)	(NAME)	
1257 Sioux Terrace	2401 Hillsboro Road, Suite 100	PARCEL 5
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, Tennessee 37115	Nashville, Tennessee 37212	11D-90687
(CITY) (STATE) (P.O.ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Tim E. Matheny and wife Carol D. Matheny

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Steven L. Mitchell and wife Sharon L. Mitchell

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OR LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT

SITUATED, lying and being in the 11th Civil District of Davidson County, Tennessee, being Lot No. 145 on the Plan of Sequoia Valley Subdivision, Section 3, as of record in Book 4460, Page 83, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to Tim E. Matheny and wife Carol D. Matheny by deed from Merrill Lynch Relocation Management, Inc., of record in Book 5583, Page 853, Register's Office for said County.

THIS conveyance is subject to Restrictive Covenants of record in Book 4598, Page 384, Register's Office for said County.

THIS conveyance is subject to a 30 foot Minimum Building Setback Line from Sioux Terrace, and a 10 foot Public Utility and Drainage Easement along northeasterly and southeasterly lot lines.

THIS conveyance is subject to any and all existing restrictions and easements of record.

This is unimproved ( ) improved (XX) property, known as 1257 Sioux Terrace (House Number) (Street) Madison, Tennessee 37115 (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heir and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 26TH day of JANUARY, 19 83

Tim E. Matheny X Tim E. Matheny

Carol D. Matheny X Carol D. Matheny

BOOK 5998 PAGE

STATE OF Tenn
Davidson County

BOOK 5998 PAGE 866

Personally appeared before me, ~~the undersigned~~ Tim E. Matheny and wife Carol D. Matheny, a Notary Public in and for said County and State, the within named

the bargainor ~~is~~ 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 Houston Texas, this 26TH day of JANUARY 19 83

Commission expires Oct. 7, 1984

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the _____ and _____ respectively of the _____ the within named bargainer, and corporation, and that (he) (they) as such _____ and _____, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19 _____.

My commission expires _____

Notary Public

WARRANTY DEED

FROM

Tim E. Matheny

TO

Steven L. Mitchell

EDWARD SEDDON
ATTORNEY · AT · LAW
295 Plus Park Blvd., Suite J
Nashville, Tennessee 37217

FILE BOX 3

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5998 PAGE 867

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

6600.00- CO
169.00 CO TX
.50 PRFEE
6.00 WDEED
CHECK 175.50-
3901AU1/28/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H283488

IDENTIF. REFERENCE

JAN 28 8 37 AM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 926175

FILE BOX 3

This instrument was prepared by:
EDWARD SEDDON, ATTORNEY
295 PLUS PARK BLVD. SUITE J
NASHVILLE, TN 37217

This form is used in connection with deeds of trust insured under the one-to four-family provisions of the National Housing Act.

DEED OF TRUST

BOOK 5938 PAGE 868

THIS INDENTURE, Made and entered into this 26th *day of* January ,19 83 ,*by and between* Steven L. Mitchell and Sharon L. Mitchell, his wife ,party of the first part, Warren H.Wild, Jr. Trustee(s), party of the second part, and Third National Mortgage Company ,a corporation organized and existing under the laws of the State of Tennessee , having its principal office and post-office address at P.O. Box 2628, Nashville, Tennessee 37219 party of the third part,

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar ($1.00) to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, sell, transfer, and convey unto the party of the second part, his successors in trust, and assigns, forever, the following-described land situated in Madison County of Davidson , and State of Tennessee, to wit:

SITUATED, lying and being in the 11th Civil District of Davidson County, Tennessee, being Lot No. 145 on the Plan of Sequoia Valley Subdivision, Section 3, as of record in Book 4460, Page 83, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to the Grantors by deed of even date being recorded simultaneously herewith.

TO HAVE AND TO HOLD the same to the party of the second part, his successors in trust, and assigns, forever.

AND the party of the first part convenants with the party of the second part, his successors in trust, and assigns, that he is lawfully seized in fee of said premises, that the same are free and clear of all taxes, liens, and encumbrances whatsoever, that he has good right, full power and lawful authority to convey the same, and that he will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever.

This conveyance is made in trust, however, to secure the payment of the principal sum of SIXTY ONE THOUSAND EIGHT HUNDRED AND 00/100---------- Dollars ($ ****61,800.00),

evidenced by a promissory note of even date herewith, executed by party of the first part to party of the third part, with interest from date at the rate set forth in said note on the unpaid balance until paid. The said principal and interest shall be payable at the office of Third National Mortgage Company in Nashville, Tennessee 37219 , or at such other place as the holder of the note may designate in writing in monthly installments of SIX HUNDRED THIRTY FIVE AND 92/100---------- Dollars ($ ********635.92), commencing on the first day of March ,19 83 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2013.

The party of the first part, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay the indebtedness as herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at leat thirty (30) days prior to repayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the party of the third part, on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

CHECK 01/28 69.30

H 28349

FEE 8.00 TAX REFERENCE
JAN 28 8 58 AM '83
DAVIDSON COUNTY, TN REGISTER

Replaces FHA-2179m, which is obsolete

STATE OF TENNESSEE
HUD-92179m (1-79)

3902