THIS INSTRUMENT PREPARED BY:
EARL THOMPSON, ATTORNEY
Suite 205, 162 Fourth Avenue,
North
Post Office Box 2868
Nashville, Tennessee 37219
615/255-7443

BOOK 6018 PAGE 576

QUIT-CLAIM DEED

ADDRESS NEW OWNERS AS:	SEND TAX BILLS TO:	MAP-PARCEL NCS.
Douglas H. Powers and Phillip H. Powers Route 7, 114-C Tupelo, Mississippi 38801	Douglas H. Powers Route 7 114-C Tupelo, Mississippi 38801	Map- 44-15 Par- 45 & 47

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) cash in hand paid, the receipt of which is hereby acknowledged and for the love and affection I have and bear for my two sons, DOUGLAS H. POWERS and PHILLIP H. POWERS, who have assumed the obligation of my care and support, I, FLARY J. POWERS, do hereby quit-claim and convey any and all the interests that I have (same being a life estate) to and in the hereinafter described property, to my said sons, DOUGLAS H. POWERS and PHILLIP H. POWERS. Said property is described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 86 of Section "A" on the Plan of E. I. DuPont de Nemours and Company's Subdivision, as of record in Book 1424, Page 68, Register's Office for said County. Said Lot No. 86 fronts 55 feet on the easterly margin of Lawrence Street and extends back between parallel lines 87.9 feet to a dead line.

Being the same property conveyed to Flary J. Powers and wife, Pearl Powers by deed from Lucie A. Sims of record in Book 4085, Page 81, Register's Office for Davidson County, Tennessee. Pearl Powers now deceased. Said land is conveyed subject to:

Restrictive Covenants contained in deed from E. I. DuPont de Nemours and Company to Dossie L. Sims and wife, of record in Book 1905, Page 450, as modified by an instrument dated August 23, 1955, filed August 26, 1955, and recorded in Book 2447, Page 151, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said property as their absolute property, I do hereby quit-claim any and all interest I have in and to the same.

DATED this 7th day of March, 1983.

Flary J Powers
FLARY J. POWERS

NOTARY PUBLIC LEE COUNTY MISS.

STATE OF MISSISSIPPI
COUNTY OF LEE

The actual consideration or value whichever is greater, for this transfer is $0.00 - NO MONETARY CONSIDERATION.

Sworn to and subscribed before me, this 7th day of March, 1983.

Douglas H Powers
AFFIANT

Notary Public
My Commission Expires: My Commission Expires October 31, 1985

BOOK 6018 PAGE 577

STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, Flary J. Powers a Notary Public in and for said County and State, the within named FLARY J. POWERS, ~~HUSBAND~~, 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 Tupelo, Mississippi, this 9th day of March, 1983.

Mary Sue
Notary Public

My Commission Expires:

My Commission Expires
May 5, 1985

NOTARY PUBLIC LEE COUNTY, MISS.

QUIT-CLAIM DEED

FROM

FLARY J. POWERS,
A WIDOWER

TO

DOUGLAS H. POWERS
AND
PHILLIP H. POWERS

H 35265

IDENTIF. REFERENCE

MAR 10 10 24 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

01/80

0922

Filed

This instrument was prepared by:
Saturn & Hazer, Attorneys
20th Floor, First American Center
Nashville, Tennessee - 37238

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 6018 PAGE 573

THIS INDENTURE, Made and entered into this 23rd *day of* February ,19 83 ,*by and between* ROBERT R. GARDNER and wife, ADA GARDNER ,party of the first part, Michael L. Padalino Trustee(s), party of the second part, and Engel Mortgage Company, Inc. ,a corporation organized and existing under the laws of the State of Alabama , having its principal office and post-office address at P. O. Box 847, Birmingham, Alabama 35201 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 Nashville County of Davidson , and State of Tennessee, to wit:

RLM

Being the same property conveyed to the Grantor(s) by deed of record in Book 5328, page 883, said Register's Office.

GL

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 FORTY FIVE THOUSAND & 00/100---------- Dollars ($ 45,000.00),

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 Engel Mortgage Company, Inc. in P. O. Box 847, Birmingham, Alabama 35201 , or at such other place as the holder of the note may designate in writing in monthly installments of FOUR HUNDRED SIXTY TWO & 88/100---------- Dollars ($ 462.88), commencing on the first day of April ,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 March , 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;

03/10 83.50 CHECK

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the party of the third part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the party of the third part in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the party of the third part to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

BOOK 6018 PAGE 573

Any deficiency in the amount of such aggregate monthly payments shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The party of the third part may collect "a late charge" not to exceed four (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the party of the first part under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the party of the third part for ground rents, taxes and assessments or insurance premiums, as the case may be such excess, if the loan is current, at the option of the party of the first part, shall be credited on subsequent payments to be made by the party of the first part, or refunded to the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the party of the third part any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the party of the first part shall tender to the party of the third part, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the party of the third part shall in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of *(a)* of paragraph 2 hereof which the party of the third part has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the party of the third part acquires the property otherwise after default he shall apply, at the time of the commencement of such proceedings, or at the same time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit charge against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, and ground rents, whether levied or assessed upon the premises secured hereby or upon the interest of the third party therein, for which provision has not been made hereinbefore, and that he will promptly deliver the official receipts therefor to the party of the third part, and in default thereof the party of the third part shall have the right to pay the same. If the party of the first part shall fail to pay any fire or other hazard insurance premiums, or shall fail to pay for any necessary repairs, the party of the third part shall have the right to pay the same, and all sums so advanced shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when paid. The party of the third part may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as the costs paid by the party of the third part pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when any such sums are paid.

5. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the party of the third part against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the party of the third part and will pay promptly when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the party of the third part and the policies and renewals thereof shall be held by the party of the third part and have attached thereto loss payable clauses in favor of and in form acceptable to the party of the third part. In event of loss he will give immediate notice by mail to the party of the third part, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the party of the third part instead of to the party of the first part and the party of the third part jointly, and the insurance proceeds, or any part thereof, may be applied by the party of the third part at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the party of the first part to the party of the third part and shall be paid forthwith to the party of the third part to be applied by it on account of the indebtedness secured hereby, whether due or not.

7. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

8. That if either the part of the second part or the party of the third part shall become a party to any suit or proceeding at law or in equity in reference to its interest in the premises herein conveyed, the reasonable costs, charges and attorney's fees in such suit or proceeding shall be added to the principal sum then owing by the party of the first part and shall be secured by this instrument.

9. That should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty (60) days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the third part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

NOW, THEREFORE, if the party of the first part shall well and truly perform all the terms and conditions of this Deed of Trust, and of the note secured hereby, then this conveyance shall be null and void, and shall be released or satisfied at the cost and request of the party of the first part. If, however, there shall be a default under this Deed of Trust, or under the note secured hereby for 30 days, then all sums owing by the party of the first part to the party of the third part under this Deed of Trust, or under the note secured hereby, shall immediately become due and payable at the option of the party of the third part, and the party of the second part is hereby empowered and authorized, after first advertising for 21 days by 3 weekly notices, giving notice of the time, place and terms of sale, in some newspaper published in the County of Davidson, State of Tennessee, to sell the property at public outcry to the highest and best bidder for cash in bar of all equities of redemption, homestead, dower, and all other rights or exemptions of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of the party of the second part making oath, filing inventory, or giving bond as security for the execution of this trust, as required by the laws of Tennessee. Upon such sale, the party of the second part is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser thereof, and to place the purchaser in quiet and peaceful possession of the property. The party of the first part agrees that in case of any sale under this Deed of Trust he will at once surrender possession of the property, and will from that moment become and be a tenant at will of the purchaser, and be removable by process, such as forcible and unlawful detainer, hereby agreeing to pay to the purchaser the reasonable rental value of the property after such sale.

The proceeds of any sale under this Deed of Trust shall be applied by the party of the second part as follows: First, to pay the costs and expenses of executing this trust, and any and all sums expended on account of costs of litigation, attorney's fees, ground rents, taxes, insurance premiums, or any advances made or expenses incurred on account of the property sold, with interest thereon; second, to retain as compensation, a commission of one per centum (1%) on the gross amount of the sale; third, to pay off the debt secured hereby, including accrued interest thereon, as well as any other sums owing to the party of the third part by the party of the first part, pursuant to this instrument; and last, to pay the balance, if any, to the party of the first part upon delivery and surrender to the purchaser of possession of the property sold, less the expense, if any, of obtaining possession.

The party of the third part, its assigns or any holder of the note, secured by this Deed of Trust may at any time, with or without cause, and at his pleasure and without notice either to the Trustee or Vendor, remove the Trustee herein named and may appoint his successor by an instrument in writing which shall be recorded in the Register's office of the county in which the property is located, and the Successor Trustee so appointed shall succeed to all the rights, titles, and powers and be subject to all of the same obligations and duties, waivers and immunities, conferred upon the Trustee herein named, and no resignation, evidence of inability, or failure to function or evidence of absence or death of the Trustee herein named shall be required, and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

It is a condition of this conveyance that the party of the first part shall retain possession of the property hereby conveyed until there is a default under this Deed of Trust, or under the note secured hereby; after such default, the party of the second part, or the party of the third part, shall have the right to collect the rents, issues, and profits of the property. In the event of such default, the party of the second part in addition to the power of sale as provided above, shall have the right to proceed in a court of equity to foreclose this Deed of Trust and shall be entitled to the appointment of a receiver to collect the rents, issues, and profits of the property, pending such sale.

And I, ADA GARDNER, wife of the above named ROBERT R. GARDNER for the consideration aforesaid, do hereby unite in this deed and agree to all the stipulations and provisions hereof, and grant, bargain, sell and convey unto the party of the second part, his successors, heirs or assigns, all right, title, claim and interest of every kind, character and description whatsoever that I now have or may hereafter acquire as homestead, dower, equity of redemption or otherwise in and to the property herein conveyed.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the part ies of the first part has /ve hereunto set their hand(s) on the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert R. Gardner
ROBERT R. GARDNER

Robert R. Gardner

Ada Gardner
ADA GARDNER

STATE OF TENNESSEE
COUNTY OF Davidson

On this 23rd day of February ,19 83, before me personally appeared ROBERT R. GARDNER and wife, ADA GARDNER to me known to be the person described in and who executed the foregoing instrument, and who acknowledged the execution of same to be their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal.

Notary Public.

My commission expires 5-10-86

Hold for Registration ,19 ,at o'clock m.,
and noted in Note Book No. ,Page , and recorded
19 , in Record Book No. , Page
Fee Paid

Register

By ,D.R.

GPO 939-394

HUD-92179m (1-79)

OFFICIAL RECEIPT

BEING Land in the 5th Civil District of Davidson County, Tennessee, being Lot No. 8 the southerly parts of Lots 6 and 7, and an unnumbered tract of 1.8 acres, more or less, on the unrecorded plan of H. E. Bernals' Haywood Heights Subdivision descriabed according to a survey made January 7, 1966 by T. R. Sanford, Surveyor, as follows:
BEGINNING in the center of Haywood Lane, at the northwest corner of the property conveyed to Buford H. Ball and wife, by deed from James E. Hickerson and wife, of record in Book 2303, page 253, Register's Office for said County; thence with said Ball's western boundary line, South 1 deg. 25' East 533 feet; thence South 87 deg. 45' East 144.15 feet; thence South 0 deg. 45' East 581.3 feet; thence North 89 deg. 00' West 430 feet; thence North 1 deg. 30' West 1155.5 feet to the center of Haywood Lane; thence with the center of same easterly 156 feet to the beginning.

H 3 5 2 6 6

IDENTIF. REFERENCE

MAR 10 10 28 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF BOOK 6018 PAGE 582

FOR

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			45000.00- MO	
			43.00 MO TX	
			.50 PRFEE	
			12.00 TDEED	
			CHECK	55.50-
			2267A03/10/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 3526

T. IDENTIF. REFERENCE

MAR 10 10 28 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 934259