BOOK 6513 PAGE 918

THIS INSTRUMENT PREPARED BY:

BARRETT & RAY, P.C.
217 2nd Avenue, North
Nashville, Tennessee 37201

I: 80387

IDENTIF. REFERENCE

Mar 20 9 38 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

TRUSTEE'S DEED

Address New Owner(s):	Send Tax Bills To:	Map:
Metropolitan Development and Housing Agency 701 South Sixth Street Nashville, Tennessee 37206	SAME	Parcel: 81-16-201

RUSH

WHEREAS, by Tennessee Deed of Trust, dated August 30, 1979, of Record in Book 5491, Page 940, Register's Office of Davidson County, Tennessee, Temore Willis conveyed the real property commonly known as 1009 Monroe Street, Nashville, Tennessee described on attached Exhibit A, which is herein incorporated by reference (the "property") to John E. Acuff, Jr., Trustee, and his successors in trust, to secure the payment of a promissory note of record in Book 5491, Page 947, Register's Office of Davidson County, Tennessee and also described in said Deed of Trust, both of which are attached hereto as Collective Exhibit B and incorporated herein by reference, and the indebtedness and other obligations secured by the Deed of Trust shall herein be referred to as the ("indebtedness"); and

WHEREAS, the aforementioned Deed of Trust contains powers in the Trustee and his successors in trust to sell the property in the event of a default in connection with the indebtedness secured thereby; and

WHEREAS, the indebtedness was not paid in accordance with the terms of said Deed of Trust or in accordance with the provisions of the Agreed Order of the United States Bankruptcy Court for the Middle District of Tennessee, Metropolitan Development and Housing Agency vs. Temore Willis, Case No. 384-02126 (said Agreed Order being attached hereto as Exhibit

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C and incorporated herein by reference), and default in the payment thereof was declared; and

WHEREAS, the holder and lawful owner of the indebtedness under said Deed of Trust duly appointed Gerald Nicely, as Substitute Trustee, in the place and stead of John E. Acuff, Jr., Trustee, who is vested with all the rights, powers and privileges of the Original Trustee named in said Deed of Trust, and said appointment of Substitute Trustee was duly noted in Book 6479, Page 558, Register's Office of Davidson County, Tennessee.

WHEREAS, at the request of the lawful owner and holder of the indebtedness, the Substitute Trustee gave notice of the time and Place of sale, all in accord with the Deed of Trust and the laws of Tennessee by publishing an advertisement for twenty consecutive days in the Nashville Record, a Newspaper of General Circulation, and published in Nashville, Davidson County, Tennessee, said notice being first published on February 21, 1985, and thereafter published on February 28, 1985 and March 7, 1985, with said Notice of Sale advertising the sale of the property to be held on Tuesday, March 19, 1985, at 10:30 a.m.; and

WHEREAS, on March 19, 1985 at 10:30 a.m., at the South Door of the Davidson County Courthouse in Nashville, Tennessee, being the time and place fixed in said Notice, the property was offered for sale at public outcry to the highest bidder for cash (or credit upon the indebtedness secured if the lawful owner and holder (or agent) thereof was the successful purchaser) and in bar of all equities of redemption, homestead, dower, and all other rights or exemptions of every kind, as provided in, but only to the extent provided in said Deed of Trust, and subject to any and all unpaid taxes that may be a lien against the property and subject to any and all other liens and all other matters which

take priority over said Deed of Trust; and the Substitute Trustee having received a bid of Thirty Eight Thousand, Eight Hundred Ninety Two Thousand Dollars and Sixty Three Cents ($38,892.63), which bid was the last, highest and best bid, and payment having been made by credit upon the indebtedness, the receipt of which is hereby acknowledged.

NOW THEREFORE, in consideration of the foregoing and the sum bid and paid as herein provided, I, Gerald Nicely, Substitute Trustee, do hereby bargain, sell, transfer, and convey "the property" unto the Metropolitan Development and Housing Agency, its successors and assigns ("Grantee");

TO HAVE AND TO HOLD the property, together with the estate, title and interest and all hereditaments, easements, appurtenances and improvements thereto belonging, to the Grantee in fee simple forever, free from homestead, dower, the equity of redemption, and all other rights or exemptions of every kind of the Grantor as provided, in said Deed of Trust, and subject only to any and all liens, easements, encumbrances, property taxes, statutory right of redemption if any and other matters that are prior in right to the lien of the Deed of Trust.

I, Gerald Nicely, Substitute Trustee, do hereby transfer, assign and set over unto Grantee all of the covenants and warranties contained in the Deed of Trust; and, to the extent that I am able to do so as Substitute Trustee, and subject only to the matters herein expressly reserved, I hereby warrant the title to the property against the claims of all persons claiming by, through or under me as such Substitute Trustee, but no further or otherwise.

WITNESS my hand as Substitute Trustee on this the 20th day of March, 1985.

GERALD NICELY
Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for aforementioned County and State, personally acquainted (or proved to me on basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Substitute Trustee named herein, and who further acknowledged that he as such Substitute Trustee executed the foregoing instrument (Trustee's Deed) for the purposes therein contained, and who states, upon oath, that the actual consideration or value, whichever is greater, for this transfer is Thirty Eight Thousand, Eight Hundred Ninety Two Dollars and Sixty Three Cents ($38,892.63).

Witnessed my hand and official seal at Office in Nashville,Tennessee, on this the 30th day of March, 1985.

Sue M Evans
Notary Public

SUE M. EVANS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires
Jan. 10, 1989

EXHIBIT A

DESCRIPTION OF LAND

The following described tract of land in Davidson County, Tennessee, and more particularly described as follows, to wit:

BEING Lot No. 78 on the Plan of McGavock Wetmore and Others' First Addition to Nashville, called the Town of McGavock as of record in Book 21, page 23, Register's Office for Davidson County.

SAID Lot 78 fronts 50 feet on the southerly side of Monroe Street, formerly Ophelia Avenue, and runs back between parallel lines 157 feet.

Being the same property conveyed to Temore Willis, Jr., by deed from F. R. Webster and wife, Carrie L. Webster, of record in Book 5181, Page 897, said Register's Office.

Also, Being the same property described in the Deed of Trust executed by Temore Willis to John E. Acuff, Jr., Trustee, recorded in Book 5491, Page 940, Register's Office for Davidson County, Tennessee.

This is improved property, known as 1009 Monroe Street, Nashville, Tennessee.

BOOK 6513 PAGE 923

Parcel No. 81-16-201
Owner Temore Willis
Address 1009 MOnroe Street
Send Tax Bills to:

First & Mid-South Mortgage Company
P.O. Box 2568
Nashville, Tennessee 37219

CD Application No. CD/MA/796/4

BOOK 5491 PAGE 940

DEED OF TRUST

THIS INDENTURE, Made and entered into this 30th **day of** August **19** 79 **by and between** Temore Willis, unmarried

, Party of the First Part, John E. Acuff, Jr. **Trustee (s), Party of the Second Part, and The Metropolitan Development and Housing Agency, having its office and post-office address at 701 South Sixth Street, Nashville, Tennessee 37206, 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 forty-one thousand four hundred fifty & NO/100 Dollars ($41,450.00) **to him in hand paid, the receipt of which is hereby acknowledge, 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 County of** Davidson **, and State of** Tennessee **, to wit:**

BEING Lot No. 78 on the Plan of McGavock Wetmore and Others' First Addition to Nashville, called the Town of McGavock as of record in Book 21, page 23 Register's Office for said County.

SAID Lot 78 fronts 50 feet on the southerly side of Monroe Street, formerly Ophelia Avenue, and runs back between parallel lines 157 feet.

TOGETHER with all appurtenances thereto and all the estate and rights of the Party of the First Part in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom lighting, cooking, laundry, ventilating, refrigerating, incinerating and airconditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TOGETHER with all right, title and interest of the Party of the First Part in and to the land lying in the streets and roads in front of and adjoining the above described land.

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 covenants 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.

Prepared by: Barrett, Lenahan, Kniffen & Ray, P.C.
217 Second Avenue, North
Nashville, Tennessee 37201 mail EXHIBIT B

This conveyance is made in trust, however, to secure the payment of the principal sum of forty-one thousand four hundred fifty & NO/100 Dollars ($ 41,450.00), 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 on the First Day of each Month in 240 monthly installments, including both principal and interest, commencing with a payment of $ 230.05 on October 1 , 19 79 , and of $ 230.05 the First Day of each Month for the remaining 239 months, commencing on November 1 , 1979 , in lawful money of the United States at the principal office of First & Mid-South Mortgage Company, 10th Floor, Nashville City Bank Bldg., Nashville, Tennessee 37201, or at such other places as shall be designated by the Agency.

The Party of the First Part, in order to more fully protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Deed of Trust, at the times and in the manner provided in the Note and in this Deed of Trust.

2. That he will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other Agency charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the conveye property, or any part thereof.

3. This Deed of Trust and the Note were executed and delivered to secure monie advanced in full to the Party of the First Part by the Party of the Third Part as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Rehabilitation Contract No. CD/MA/796/4 dated August 30, 1979 , to or on the conveyed property, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "Improvements". The Party of the First Part shall make or caus to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lock-outs, acts of God, fires, floods or other simil catastrophies, riots, war or insurrection, the Party of the Third Part after due notice the Party of the First Part is hereby authorized (a) to enter upon the conveyed property and employ any watchmen to protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Party of the First Part and other parties for the purpose of making any of t Improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Party of the First Part hereunder, either in the name of the Party of the Third Part of the Party of the First Part, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Party of the Third Part as provided in thi Paragraph, all of which amounts so paid by the Party of the Third Part, with interest thereon from the date of each such payment, at the rate of three percent (3%) per annum, shall be payable by the Party of the First Part to the Party of the Third Part on demand and shall be secured by this Deed of Trust.

4. No building or other structure or improvement, fixture or personal propert conveyed hereby shall be removed or demolished without the prior written consent of the Party of the Third Part. The Party of the First Part will not make, permit or suffer an alteration of or addition to any building or other structure or improvement now or which may be hereafter be erected or installed upon the conveyed property, or any part thereof except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the Party of the First Part use, or permit or suffer the use of, any of the conveyed propert for any purpose other than the purpose of purposes for which the same is now intended to be used, without the prior written consent of the Party of the Third Part. The Party of the First Part will maintain the conveyed property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, state and local governments, or of any departments divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Party of the First Part will keep and maintain the conveyed property free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the Improvements.

6. (a) The Party of the First Part will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land conveyed hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Party of the Third Part. Unless otherwise required by the Party of the Third Part, all such insurance shall be effected by Standard Fire and Extend Coverage Insurance policies, in amounts not less than $ 42,000.00 All such insurance shall be carried in companies approved by the Party of the Third Part and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Party of the Third Part and any other parties as shall be satisfactory to the Party of the Third Part. All such policies and attachments thereto shall, be delivered promptly to the Party of the Third Part. The Party of the First Part will pay promptly when due; as hereinafter provided, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefore required by this Deed of Trust, promptly submit to the Party of the Third Part for examination receipts or other evidence of such payment as shall be satisfactory to the Party of the Third Part. The Party of the Third Part may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Deed of Trust, in which event the Party of the First Part will pay to the Party of the Third Part every premium so paid by the Party of the Third Part.

(b) In the event of loss or damage to the conveyed property, the Party of the First Part will give to the Party of the Third Part immediate notice thereof by registered or certified mail, and the Party of the Third Part may make and file proof of loss if not made otherwise promptly by or on behalf of the Party of the First Part. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Party of the First Part and the Party of the Third Part jointly; and the insurance proceeds or any part thereof if received by the Party of the Third Part may be applied by the Party of the Third Part, as its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the conveyed property damaged. In the event of foreclosure of this Deed of Trust, or of any transfer of title to the conveyed property in extinguishment of such indebtedness, all right, title and interest of the Party of the First Part in and to every such insurance policy then in force, shall pass to the grantee acquiring title to the conveyed property.

7. (a) In order more fully to protect the security of this Deed of Trust, the Party of the First Part shall deposit with the Party of the Third Part together with, and in addition to, the payment of principal and interest monthly on account of the Note secured hereby, until the Note is paid in full, an amount of money equal to the total amount of (i) ground rents, if any, next becoming due, (ii) the premiums next becoming due on the policies of fire and all other hazard insurance required by this Deed of Trust with respect to the conveyed property, (iii) taxes, assessments, water rates and other Agency charges next becoming due on the conveyed property (all the foregoing amounts as estimated by the Party of the Third Part and set forth in a written notice of such estimate by the Party of the Third Part to the Party of the First Part from time to time), less all amounts that may already have been paid therefore, divided by the number of calendar months to elapse before one calendar month prior to the date when such ground rents, premiums, taxes, assessments, water rates and other governmental charges, respectively, will become due and payable. All such amounts so deposited with the Party of the Third Part shall be held by the Party of the Third Part, or any agent designated by it, in trust to be used only for the payment of such ground rents, premiums, taxes, assessments, water rates and other Agency charges. No interest shall be payable by the Party of the Third Part on any sum so deposited.

(b) All amounts required to be deposited with the Party of the Third Part monthly in accordance with Paragraph 7 (a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Party of the First Part to the Party of the Third Part in a single payment to be applied by the Party of the Third Part on account of the indebtedness of the Party of the Third Part pursuant to the Note and this Deed of Trust (to the extent that monies are available from the amount so deposited), in the order, any provision of the Note to be contrary notwithstanding, as follows:

first, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes, assessments, water rates and other governmental charges required to be paid under the provisions of this Deed of Trust, in whatever sequence the Party of the Third Part may exclusively determine;

second, to interest due on the Note;

third, to the principal due on the Note; and

fourth, the remainder to the late charges, if any, referred to in the Note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid by the Party of the First Part prior to the due date of the next such deposit payable, constitute an event of default under this Deed of Trust.

(c) Any excess funds that may be accumulated by reason of the deposits required under Paragraph 7 (c) hereof, remaining after payment of the amounts described in clauses (i), and (iii) thereof, shall be credited to subsequent respective monthly amounts of the same nature required to be paid thereunder. If any such amount shall exceed the estimate therefor, the Party of the First Part shall forthwith pay to the Party of the Third Part the amount of such deficiency upon written notice by the Party of the Third Part of the amount thereof. Failure to do so before the due date of such amount shall be an event or default under this Deed of Trust. If the conveyed property is sold under foreclosure or is otherwise acquired by the Party of the Third Part, after default by the Party of the First Part, any remaining balance of the accumulations under Paragraph 7(a) hereof, shall be credited to the principal amount owing on the Note as of the date of commencement of foreclosure proceedings for the conveyed property, or as of the date the conveyed property is otherwise so acquired.

8. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.

9. Upon any failure by the Party of the First Part to comply with or perform any of the terms, convenants or conditions of this Deed of Trust requiring the payment of any amount of money by the Party of the First Part, other than the principal amount of the loan evidenced by the note, interest and other charges, as provided in the Note, the Party of the Third Part may at its option make such payment. Every payment so made by the Party of the Third Part (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of three percent (3%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Party of the First Part to the Party of the Third Part on demand and shall be secured by this Deed of Trust. This Deed of Trust with respect to any such amount and the interest thereon, shall constitute a lien on the conveyed property prior to any other lien attaching or accruing subsequent to the lien of this Deed of Trust.

10. The Party of the Third Part, by any of its agents or representatives, shall have the right to inspect the conveyed property from time to time at any reasonable hour of the day. Should the conveyed property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Deed of

Trust as determined by the Part of the Third Part in its sole discretion, the Party of the Third Part may, after notice to the Part of the First Part, enter or cause entry to be made upon, the conveyed property, and inspect, repair, protect, care for or maintain such property, as the Party of the Third Part may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Party of the Third Part may in its sole discretion deem necessary.

11. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owning by the Party of the First Part to the Party of the Third Part pursuant to and secured by this Deed of Trust, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Part of the First Part or any of the property of the Party of the First Part, or upon the filing of a petition by or against the Party of the First Part under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Party of the First Part of an assignment for the benefit of the Party of the First Part's creditors. The Part of the Third Part is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

(a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the date of the next such installment;

(b) Nonperformance by the Party of the First Part of any covenant, agreement, term or condition of this Deed of Trust, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Party of the First Part with the Party of the Third Part in connection with such indebtedness, after the Party of the First Part has been given due notice by the Party of the Third Part of such nonperformance;

(c) The Party of the Third Part's discovery of the Party of the First Part's failure in any application of the Party of the First Part to the Party of the Third Part to disclose any fact deemed by the Party of the Third Part to be material, or of the making therein, or in any of the agreements entered into by the Party of the First Part with the Party of the Third Part (including, but not limited to, the Note and this Deed of Trust) of any misrepresentation by, on behalf of, or for the benefit of, the Party of the First Part;

The Party of the Third Part's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Deed of Trust called "events of default."

12. (a) After the happening of any default hereunder, the Party of the First Part shall upon demand of the Party of the Third Part surrender possession of the conveyed property to the Party of the Third Part, and the Party of the Third Part may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Party of the Third Part as further security for the payment of the indebtedness secured hereby; and the Party of the Third Part may also dispossess, by the usual summary proceedings, any tenant defaulting in this payment of any rent to the Party of the Third Part.

(b) In the event that the Party of the First Part occupies the conveyed property or any part thereof the Party of the First Part agrees to surrender possession of such property to the Party of the Third Part immediately after any such default hereunder, and if the Party of the First Part remains in possession after such default, such possession shall be as a tenant of the Party of the Third Part, and the Party of the First Part shall pay in advance, upon demand by the Party of the Third Part, as a reasonable monthly rental for the premises occupied by the Party of the First Part, an

amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the conveyed prperty during such year, and upon the failure of the Party of the First Part to pay such monthly rental, the Party of the First Part may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Party of the Third Part, who shall give notice of such determination to the Party of the First Part; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

13. The Party of the First Part, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Party of the Third Part, signed by the Party of the First Part and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Deed of Trust, and whether any offsets or defenses exist against such indebtedness or any part thereof.

14. Notice and demand or request may be made in writing and may be served in person or by mail.

15. In case of a foreclosure sale of the conveyed property it may be sold in one parcel.

16. The Party of the First Part will not assign the rents, if any, in whole or in part, from the conveyed property, or any part thereof, without the prior written consent of the Party of the Third Part.

NOW, THEREFORE, if the Party of the First Part shall well and truly perfrom 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, 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 see 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 pruchaser, and be removable by process, such ad 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 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; third, to retain as compensation, a commission of one per centum (1%) on the gross amount of the sale; 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.

BOOK 5491 PAGE 946

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, issures, and profits of the property, pending such sale.

And I, named Temore Willis, unmarried, 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 or 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 Party of the First Part has hereunto set his hand (x) on the day and year first above written.

Temore Willis

Signed, sealed and delivered in the presence of:

Bob Wilmoth

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, Kathleen Holland, a Notary Public in and for said State and County aforesaid, the within named bargainor (s), Temore Willis, with whom I am personally acquainted, and who acknowledged that (he, she, they) executed the foregoing Deed of Trust for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, on this the 30th day of August, 19 79.

(SEAL)

Kathleen Holland
Notary Public

KATHLEEN HOLLAND NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission expires 1/15/83.

BOOK 6513 PAGE 930

F 49602

8556 08/31 24.00- CHECK

PROMISSORY NOTE

BOOK 5491 PAGE 947

C.D.
Project MA

IDENTIF. REFERENCE

Aug 31 3 37 PM '79
Davidson County, Tennessee
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Application No. CD/MA/796/4

August 30, , 19 79

$ 41,450.00

FOR VALUE RECEIVED, the undersigned jointly and severally promise (s) to pay to the order of the Metropolitan Development and Housing Agency (herein called the "Agency"), or his successors, the sum of forty-one thousand four hundred fifty & NO/100 Dollars ($ 41,450.00), and to pay interest on the unpaid principal amount of this Note from the Date hereof, at the rate of three per centum (3%) per annum, until paid. Both the principal and interest on this Note are payable on the First Day of Each Month in 240 monthly installments, including both principal and interest, commencing with a payment of $ 230.05 on October 1, 19 79, and of $ 230.05 the First Day of Each Month for the remaining 239 months, commencing on November 1, 19 79, in lawful money of the United States at the principal office of First & Mid-South Mortgage Co., or at such other places as shall be designated by the Local Agency.

The undersigned reserve (s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of panelties or premiums. All payments on this Note shall be applied first to the interest due on the Note, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any. Except as provided below, all monthly installment payments on this Note shall be credited as of the due date thereof without adjustment of interest because paid either before or after such due date.

IN THE EVENT the undersigned shall fail to pay the interest on or principal amount of this Note when due, and if such failure be subsisting on the date the next installment payment under this Note becomes due and payable, the unpaid principal amount of this Note, together with the accrued interest and late charges, shall become due and payable, at the option of the Agency, without notice to the undersigned. Failure of the Agency to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal and interest so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If the interest on, and principal of, this Note are not paid during the calendar month which includes the due date, the undersigned shall pay to the Government as reimbursement for reasonable expenses incurred for local loan servicing charges as late charge of 4% per calendar month, or fraction thereof, on the amount past due and remaining unpaid. If this Note be reduced to judgment should bear the statutory interest rate on judgments, but not to exceed 6% per annum.

IF suit is instituted by the Agency to recover on this Note, the undersigned agree (s) to pay all costs of such collection including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Deed of Trust bearing even date herewith duly filed for record in the Register's Office, County of Davidson, State of Tennessee, conveying real estate located in said County.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

Jenore Willis (L.S.)

(L.S.)

Kathleen Thiand
WITNESS

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE

IN RE:	)	
	)	
TEMORE WILLIS	)	Case No. 384-02126
	)	
Debtor	)	
	)	
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY	)	
	)	
Movant	)	
	)	
-vs-	)	
	)	
TEMORE WILLIS	)	
	)	
Respondent	)	

RECEIVED FOR ENTRY
3:08 P. M.
JAN 24 1985
MAURICE M. WELL
CLERK

AGREED ORDER

It appearing unto the Court that the parties have agreed as evidenced by the signatures of their respective attorneys of record below that Metropolitan Development and Housing Authority (MDHA) is a claimant of the Debtor in the amount of $38,000.00, said claim being secured by a lien upon real property owned by the Debtor, located at 1009 Monroe Avenue, Nashville, Tennessee, said lien arising under a Deed of Trust signed by the Debtor on August, 1979, and of record in the Register's Office for Davidson County, Tennessee.

It further appearing that since the commencement of their Chapter 11 proceeding, the Debtor has been and presently is utilizing the above described property and that the success and feasibility of his reorganization depends upon his continued use of the same. It being further shown to the Court that in view of the Debtor's use of the Secured Claimant's collateral, the latter is entitled to adequate protection of its property interest therein pursuant to Sections 361 and 363 of the Bankruptcy Code, Title 11 U.S.C. Sections 361 and 363, an for sufficient cause having been shown to me:

IT IS, THEREFORE, ORDERED THAT:

1. That as of January 1, 1985, the Debtor shall pay to Metropolitan Development and Housing Authority as adequate protection payments $292.00 plus escrow in the

EXHIBIT C

amount of $192.05 and delinquent taxes in the amount of $376.59. The Debtor shall further make in consecutive monthly payments of $292.00 per month until said principal balance, plus all interest thereon, is paid in full. Said monthly payments of $292.00 per month shall commence and be paid on February 1, 1985, and on the first day of each and every consecutive month thereafter until the entire principal balance and interest thereon, and all other sums secured by the Deed of Trust, is paid in full. Payments received by the Secured Claimant shall be applied first to interest and then to principal.

2. In the event that the Debtor shall default in payments due to Metropolitan Development and Housing Authority pursuant to paragraph 1 above of this Order and said default is not cured within twenty (20) days thereafter, then in such event, the Section 362(a) stay order shall be modified as to Metropolitan Development and Housing Authority and it shall be entitled to foreclose its lien upon the real property described herein.

3. It is specificaly agreed between the Debtor-in-possession and the Secured Claimant herein that the provisions of this Order shall not be deemed to be or construed as the Secured Claimant's acceptance of any plan of reorganization submitted in the Debtor's Chapter 11 proceeding by the Debtor or by any other party in interest and that the provisions of this Order shall not work in derogation of any and all rights which the Secured Claimant may have under any and all applicable provisions of Title 11, U.S.C. Chapters 1, 3, 5, and 11, including, but not limited to, Title 11 U.S.C. Sections 1111 and 1129.

4. The provisions of this Order shall be binding upon any Trustee appointed or elected in this Chapter 11 proceeding or any Trustee appointed and/or elected in the event this proceeding is converted to a case under Title 11, U.S.C. Chapter 7 and/or 13.

George C. Paine, II
United States Bankruptcy Judge

APPROVED FOR ENTRY:

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