Box 20

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
John H. Otey III	SAME	91-8
(NAME) 4782 Hydes Ferry Pike	(NAME)	60
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37218	(STREET ADDRESS)	F.B.#W12-7090
(CITY) (STATE) (ZIP CODE)	(CITY) (STATE) (ZIP CODE)	

WARRANTY DEED BOOK 6781 PAGE 350

For and in consideration of the sum of TEN AND NO/100 ----------
----------($10.00)---------- DOLLARS

cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, EDWARD PATTON and wife, MARY K. PATTON, GRANTORS,

have bargained and sold, and by these presents do transfer and convey unto the said JOHN H. OTEY III, a single person

the GRANTEES herein, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

BEING Lot No. 32 on the Plan of L. H. Davis Subdivision of Lot No. 41, Plan of Clifton, as of record in Plan Book 57, page 100, Register's Office for said County.

Said Lot No. 32 fronts 50 feet on the west side of Douglas Avenue, now 43rd Avenue North, and extends back between parallel lines 150 feet to an alley in the rear.

BEING the same property conveyed to Edward Patton and wife, Mary K. Patton by warranty deed from Hobert Martin, unmarried, of record in Book 4386, page 128, Register's Office for Davidson County, Tennessee.

7.5487

IDENTIFICATION REFERENCE

FEB 11 3 44 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

unimproved ( )
This is improved (X) property, known as 1019 43rd Avenue North, Nashville, Tennessee
(House Number) (Street) (P. O. Address) (City or Town) (Zip Code)

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 heirs 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.

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.

Witness our hands this 10th day of February, 19 86

Edward Patton
EDWARD PATTON

Mary Kathryn Patton
MARY K. PATTON

BOOK 6781 PAGE 351

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named EDWARD PATTON and wife, MARY K. PATTON

the bargainor S, 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 Nashville, Tennessee, this 10th day of February, 19 86

My commission expires April 17, 1988 Notary Public Jacqueline D. Higgins

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted, and who, upon oath, acknowledged _____ to be _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that _____ as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose 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 seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property (whichever is greater) is $ 35,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

JOHN H. OTEY III

Sworn to and subscribed before me this 10th day of February, 19 86.

My commission expires April 17, 1988 Notary Public Jacqueline D. Higgins

This instrument was prepared by:

Julian W. Blackshear, Jr., Suite 201, Citizens Plaza, Nashville, Tennessee 37219

Name Address

WARRANTY DEED

FROM

EDWARD PATTON and wife,

MARY K. PATTON

TO

JOHN H. OTEY III, a single person

Petway, Blackshear & Smith
Attorneys at Law
201 Citizens Plaza
Nashville, Tennessee 37219
(615) 244-4850

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 6781 PAGE 352

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- CONT.
91.00 CSTAX
.50 PRFEE
6.00 WDEED
CHECK 97.50-
3941A02/11/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.5487

IDENTIFICATION REFERENCE

FEB 11 3 44 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 218497

60420

BOOK 6781 PAGE 353

DEED OF TRUST

FOR AND IN CONSIDERATION OF One Dollar to me paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, JOHN H. OTEY III, a single person

have this day bargained and sold, and do hereby transfer and convey, to Julian W. Blackshear, Jr. Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows:

BEING Lot No. 32 on the Plan of L. H. Davis Subdivision of Lot No. 41, Plan of Clifton, as of record in Plan Book 57, page 100, Register's Office for said County.

Said Lot No. 32 fronts 50 feet on the west side of Douglas Avenue, now 43rd Avenue North, and extends back between parallel lines 150 feet to an alley in the rear.

Being the same property conveyed to John H. Otey III, a single person, by deed from Edward Patton and wife, Mary K. Patton of record in Book 6781, page 350, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said property to the said Julian W. Blackshear, Jr. Trustee, and his successor in trust, forever. I covenant that I am lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered. I further covenant and bind myself and my heirs and representatives, to warrant and defend the title to said property to the said Julian W. Blackshear, Jr., Trustee, and his successor in trust, and 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 SECURE THE PAYMENT OF ONE PROMISSORY NOTE of even date herewith in the principal sum of $30,000, payable to the order of Edward Patton and wife, Mary K. Patton, and executed by John H. Otey III. Said note is payable according to such terms and provisions, and at such rate of interest as therein described.

The total principal indebtedness under any contingency in Tennessee is $30,000.

Now if I 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 I 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 all of the indebtedness hereby secured shall, at the option of the owner thereof and without notice, became immediately due and payable, and 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, upon giving thirty (30) days' notice, by weekly publication in some newspaper in Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder for cash and free from 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. I 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 I agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ insurable interest 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. 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 I fail to do either, 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 expenses 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 borrower or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust 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 Julian W. Blackshear, Jr., Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said borrower and all persons holding under him shall be and become the tenants at will of the purchaser of 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.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 10th day of February, 19 86.

John H. Otey III

JOHN H. OTEY III

BOOK 6781 PAGE 354

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN H. OTEY III, a single person

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 ____ day of February, 19 86.

My commission expires April 17, 1988 Notary Public Jacqueline Ann Higgins

STATE OF TENNESSEE
COUNTY OF

Before me, ____, a Notary Public of the State and County aforesaid, personally appeared ____ and ____, with whom I am personally acquainted, and who, upon oath, acknowledged ____ to be ____ and ____ respectively of the ____, within named bargainor, a corporation, and that ____ as such ____ and ____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by said ____ as such ____ attesting the same by the said ____ as such ____.

Witness my hand and seal, at office in ____, ____ day of ____, 19____.

____ Notary Public

My commission expires ____

This instrument was prepared by:

Julian W. Blackshear, Jr., Suite 201, Citizens Plaza, Nashville, Tennessee 37219
NAME ADDRESS

FROM JOHN H. OTEY III, a single person

TO JULIAN W. BLACKSHEAR, JR., Trustee

PETWAY & BLACKSHEAR
Attorneys at Law
201 Citizens Plaza
Nashville, Tennessee 37219
(615) 244-4830

FELIX Z. WILSON II REGISTER DAVIDSON CO.
FEB 11 3 45 PM '86

RETURN REFERENCE

7548