92.50

BOOK 7062 PAGE 389

FORM NO. WD-1

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 30,000.00

W. Bryan Jakes Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26 DAY OF November 1986

Dewey W Pedigo
Notary Public at Large

MY COMMISSION EXPIRES: 9-11-90
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Dewey W. Pedigo, Attorney 3204 Freno Lane Nashville, Tenn. 37214
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Bryan Jakes, Jr. (NAME)	Name & Adress of Mortgagee (NAME)	Map 53-8
3215 B Lakeshore Dr. (STREET ADDRESS OR ROUTE NUMBER)	Old Hickory Employee Credit Union 1000 Industrial Road (STREET ADDRESS)	Par. 134
Old Hickory, Tenn. 37138 (CITY) (STATE) (P.O. ZIP)	Old Hickory, Tenn. 37138 (CITY) (STATE) (ZIP)	

FOR AND IN 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, Druey David Mabry, a single person

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO William Bryan Jakes, Jr. and wife Una M. Jakes

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

Land in Davidson County, Tennessee, being Lot No. 1 and the northerly 20 feet of Lot No. 2, of Block 17 on the Map of Dabb's and Elliott's Plan of Old Hickory, of record in Book 547, page 127, Register's Office for said County.

Said Lot No. 1 and part of Lot No. 2 fronts together 70 feet on the easterly side of 28th Street and extends back between parallel lines 144 feet to an alley.

Being the same property conveyed to Thurman O. Mabry by deed from Virgil B. Bridges and wife Rhonda Bridges of record in Book 4649, page 277, Register's Office for Davidson County, Tennessee. The said Thurman O. Mabry and Thurman Mabry was one and the same person and is now deceased. By Will of record in Will Book 156, page 159, Probate Court Clerk Office for Davidson County, Tennessee said property was deviseed to Druey David Mabry.

Said property is conveyed in as is condition.

Taxes for 1986 have been pro-rated between the parties.

The property is conveyed subject to the restrictions of record in Book 1055, page 287, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property. Known as 312 28th Street, Old Hickory, Tennessee
(House Number) (Street) (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 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. 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 my hand this 12th day of November, 19 86

Druey David Mabry

KEITH G. DOELKER
Notary Public, Wayne County, MI
My Commission Expires Aug. 19

State of Michigan

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County of WAYNE

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Druey David Mabry

the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at WAYNE Michigan this 12th day of November, 19 86.

Commission Expires 8-19-90

KRITH G. GUELKER
Notary Public, Wayne County, M.
My Commission Expires Aug. 19 19

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, a Notary Public in and for the State and County aforesaid, personally appeared

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the of the a corporation, and that he as such, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as .

Witness my hand and official seal at , , this day of , 19 .

Notary Public

Commission Expires

WARRANTY DEED

FROM

TO

Mail D. H. Creed

Mercer

Attorneys Title Company, Inc.
Titles Guaranteed

SUITE 175 — 222 THIRD AVENUE NORTH
NASHVILLE, TENN. 37201
TELEPHONE 244-2101

7 0 5 8 7

IDENTIFICATION REFERENCE

Dec 8 11 19 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

30000.00- CNTY
84.00 CSTAX
.50 PRFE
6.00 WDT
CHECK 90.50-
4307A12/00/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

70587

IDENTIFICATION REFERENCE

DEC 8 11 19 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No20126

THIS INSTRUMENT WAS PREPARED BY
OLD HICKORY EMPLOYEES CREDIT UNION
OLD HICKORY, TENNESSEE

Deed of Trust

BOOK 7062 PAGE 392

FOR AND IN CONSIDERATION of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Daniel Clarke, single have this day bargained and sold, and do hereby transfer and convey, to D. J. Brewer Trustee, for the Old Hickory Employees Credit Union, a Tennessee Corporation, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to-wit:

A certain tract or parcel of land in the Fourth Civil District of Davidson County, Tennessee, described as follows, to wit:

Being Lot No. 61, Section C, Village of Old Hickory, as shown on plan recorded July 16, 1948, in Book 1424, page 66, in the Register's Office for Davidson County, Tennessee; fronting 62.0 feet on Elliston Street, containing 0.10 acres, more or less.

Subject to and/or reserving one (1) permanent easement 2.5 feet wide for utilities, together with all rights in connection with said easement, including the ingress and egress over the property herein conveyed to servicing easement, all as shown on said recorded plan, which is made a part of this description by reference thereto.

Being Lot No. 61A, Section C, Village of Old Hickory, as shown on Plat showing Lots 56, 61A, 62A, 63A, 64A and 59A recorded June 15, 1950, in Book 1835, page 2 in the Register's Office for Davidson County, Tennessee; fronting 62.0 feet on Debow Street, containing 0.09 acres, more or less.

Subject to and/or reserving one (1) permanent easement 10-feet wide for utilities, together with all rights in connection with said easement, including the ingress and egress over the property herein conveyed for servicing easement, all as shown on said recorded plan, which is made a part of this description by reference thereto.

Being the same property conveyed to Daniel Clarke by deed from James R. Pearson and wife, Flossie G. Pearson, of record in Book 6297, page 943, Register's Office for Davidson County, Tennessee.

70588

IDENTIFICATION REFERENCE

Dec 8 11 20 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

TO HAVE AND TO HOLD said property to the said D. J. Brewer 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, my heirs and representatives, to warrant and defend the title to said property to the said D. J. Brewer 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 purposes, to-wit:

Whereas, I, Daniel Clarke, do hereby acknowledge myself to be justly indebted to The Old Hickory Employees Credit Union, Old Hickory, Tennessee, in the sum of ($15000.00) Fifteen thousand and 00/100 dollars as evidenced by my promissory note of even date in the sum of ($15000.00) signed by Daniel Clarke, payable at the rate of ($219.61) Two hundred nineteen and 61/100 dollars per month for 120 months including interest and all other charges at the rate of 12.5% per year on the unpaid balance, the first payment to be made 12/31/86 and the same day of each succeeding month thereafter until all of both principal and interest is fully paid. .

This deed of trust is also given as further security to make certain the payment of any renewals, extensions, advancements, or any other indebtedness either due or to become due to Old Hickory Employees' Credit Union.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $15000.00, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

It is expressly agreed and understood that as a part of the consideration for this Credit Union to make the loan that this loan secured by this instrument cannot be assumed by any person/persons, corporation/corporations or any other entities whomsoever except and only by the written approval of the Board of Directors of THE OLD HICKORY EMPLOYEES CREDIT UNION, however, the maker/s of this mortgage may sell the property here secured by the maker/s of this instrument paying off the same at the time of any transfer.

It is furthermore mutually agreed and understood that if any award of damages of condemnation for injury to, or taking of, any part of said property hereinbefore specifically described is hereby assigned to the beneficiary of this instrument with authority to apply or release the money received as above provided unless otherwise agreed in writing by this Credit Union after the happening of the fact.

Undersigned further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and if paid by the trustee or the lawful owner and holder of said indebtedness, shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the undersigned grantors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if grantors fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the Trustee or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, 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 and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. Grantors agree that the trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantors further agree that, in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property.

In event 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 the above named trustee shall be vested in said successor.

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

Upon any 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, or in connection therewith as above provided.

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

Third:—The residue to be paid to grantors, or their order.

Witness my hand — this 1st day of December, 1986, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

/ Daniel Clarke

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*Statutory right of redemption is hereby waived under 66-8-101 of the Code of Tennessee.

ACKNOWLEDGMENT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Virginia Langford, a Notary Public in and for said County and State, the within named Daniel Clarke, single

the bargainor, 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 Old Hickory Tennessee, this 1st day of December, 1986.

Virginia Langford Notary Public.

Commission expires 1/10/89

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in _____, this _____day of _____, 19____.

_____ Notary Public

Commission expires _____.

(over for additional acknowledgments)