OLD FHA CASE #483-120904-703

CASH DEED FOR TENNESSEE

This instrument was prepared by the Department of Housing and Urban Development.

THIS INDENTURE, made and entered into this 30th day of September, 1988, by and between Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, of Washington, D. C., party of the first part, and Thomas Jefferson Meador, his heirs and assigns, party(ies) of the second part,

BOOK 7669 PAGE 47

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS ($10.00), the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party(ies) of the second part, the following described real estate situate, lying and being in the County of Davidson State of Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No 20 on the Plan of Hurwood Heights, Section 2, of record in Plat Book 2330, page 38, Register's Office for said County, to which reference is hereby made for a more complete and accurate legal description.

This conveyance is made subject to the matters set forth in the above referenced plan of record.

7.3277.

IDENTIFICATION REFERENCE

Oct 4 10 55 AM '88

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

3683 10/04 0101 03CHECK 138.50

BEING the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended *(12 U. S. C. 1701 et seq.)* and the Department of Housing and Urban Development Act *(79 Stat. 667)*, by deed dated July 14, 1988 and recorded in Book 7605, Page 715, Office of the Register, County of Davidson, State of Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party(ies) of the second part, his heirs and assigns in fee simple forever.

SAID CONVEYANCE IS made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also SUBJECT to any state of facts which an accurate survey of said property would show.

AND THE SAID party of the first part does hereby covenant with the said party(ies) of the second part that he/she is lawfully seized in fee of the aforedescribed real estate; that he/she has a good right to sell and convey the same; that the title and quiet possession thereto he/she will warrant and forever defend against the lawful calims of all persons, claiming same by, through or under him/her no further or otherwise.

IN WITNESS WHEREOF the undersigned has set his/her hand and seal as CPO Office Housing Management, HUD Nashville Office, Nashville Tennessee, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Federal Register, Volume 35, Page 16106 *(10/14/70)*, as amended.

Signed, sealed and delivered in the presence of:

Nancy Walker

Marla Smith

Samuel R. Pierce, Jr.
Secretary of Housing and Urban Development

By: David Kuckkahn (SEAL)
David Kuckkahn, Chief Property Officer
Office Housing Management
HUD Nashville Office, Nashville, Tennessee

STATE OF TENNESSEE)
COUNTY OF Davidson) ss

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David Kuckkahan who is personally well known to me and known to me to be the duly appointed CPO Office Housing Management, HUD Nashville Office, Nashville Tennessee, and the person who executed the foregoing instrument bearing date September 30, 1988, by virtue of the above cited authority and acknowledged the foregoing instrument to be his/her free act and deed as CPO Office Housing Mgmt., for and on behalf of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development.

Witness my hand and official seal this 30th day of September, 1988.

Lea S. Richard
Notary Public

(SEAL)
My Commission Expires: 1-11-92

NOTARY PUBLIC STATE OF TENNESSEE LAVERGNE

Replaces FHA-1879, which is obsolete.

HUD-91879 (5-83)
(24 CFR 700.150)

State of Tennessee

Deed of Trust

FHA Case No.
483-1505167-203

BOOK 10

This Indenture, Made and entered into this 30th day of September, 1988, by and between Thomas J. Meador, unmarried party of the first part, Phillip E. Hill Trustee(s), party of the second part, and Provident Mortgage Corporation BOOK 7669 PAGE 50 a corporation, organized and existing under the laws of the State of Tennessee having its principal office and post-office address at 325 Plus Park Blvd., Suite 205, Nashville, TN 37217 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 * County of Davidson, and State of Tennessee, to wit: *Nashville,

Land in Davidson County, Tennessee, being Lot No. 20 on the Plan of Hurwood Heights, Section 2, of record in Book 2330, page 38, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Thomas Jefferson Meador by Deed of even date being recorded simultaneously herewith.

This is to certify that Thomas J. Meador and Thomas Jefferson Meador are one and the same person.

The maximum principal indebtedness for Tennessee recording tax purposes is $40,274.00.

FELIX Z. MCGINNIS REGISTER DAVIDSON COUNTY, TN
OCT 4 10 55 AM '88
IDENTIFICATION
7.3278

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.

This conveyance is made in trust, however, to secure the payment of the principal sum of FORTY THOUSAND TWO HUNDRED SEVENTY FOUR AND 00/100---------- Dollars ($ ****40,274.00), 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 Provident Mortgage Corporation in Nashville, TN 37217, or at such other place as the holder of the note may designate in writing in monthly installments of THREE HUNDRED EIGHTY THREE AND 54/100---------- Dollars ($ *******383.54), commencing on the first day of November, 19 88 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 October, 20 18.

This form is used in connection with mortgages insured under the one- to four- family programs of the National Housing Act which requires a One-Time Mortgage Insurance Premium payment including sections 203 (b), (i) and (n) in accordance with the regulations for those programs.

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 part, on any installment due date.

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 in the following sums:

(a) 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby;
(iii) amortization of the principal of said note; and
(iv) late charges.

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 (a) 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 (a) 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 any balance remaining in the funds accumulated under the provisions of (a) of 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 (a) of paragraph 2 preceding, as a credit charge against the amount of principal then remaining unpaid under the note secured hereby.

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 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 of 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.