Prepared by: SOUTHEAST TITLE
7003 Chadwick Drive, Suite 100
Brentwood, TN 37027

Old FHA Case# 483-096366

CASH DEED FOR TENNESSEE

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

FILE BOX 30

THIS INDENTURE, made and entered into this 08 day of September, 1989, by and between Jack Kemp, Secretary of Housing and Urban Development, of Washington, D.C., party of he first part, and Michael Willis Brooks and wife, Cynthia Britten Brooks heirs and assigns, party(ies of the second part,

BOOK 7936 PAGE 942

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. 92A Haywood Forrest, Section Three, Revision of Lots 87-92, as of record in Book 5800, page 285, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description.

65633

IDENTIFY REFERENCE

SEP 13 1 32 PM '89

DAVIDSON COUNTY, TN

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 and recorded in Book 7771, Page 716, 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, Their 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.

Jack Kemp
Secretary of Housing and Urban Development

Signed, sealed and delivered in the presence of:

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss

Before me, B.C. Smith Jr., a Notary Public in and for the State and County aforesaid, personally appeared David Kuckkahn 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 SEP 08, 1989, 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 Jack Kemp Secretary of Housing and Urban Development.

Witness my hand and official seal this 08 day of September 1989

_____
Notary Public

(SEAL)

My Commission Expires:
4/20/90

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Replaces FHA-1879, which is obsolete.

HUD-91879 (5-83)
(24 CFR 200.150)

BOOK 7936 PAGE 943

ADDRESS OF NEW OWNER:

Michael Willis Brooks
4776 Apollo Drive
Antioch, TN 37013

SEND TAX BILLS TO:

First Tennessee Bank, National Association
P. O. Box 1000
Memphis, TN 38148

==========

Map & Parcel Nos. 148-14-303

==========

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transaction is $27,010.00

Michael W. Brooks
Affiant

Subscribed and sworn to before me on SEP 08, 1989

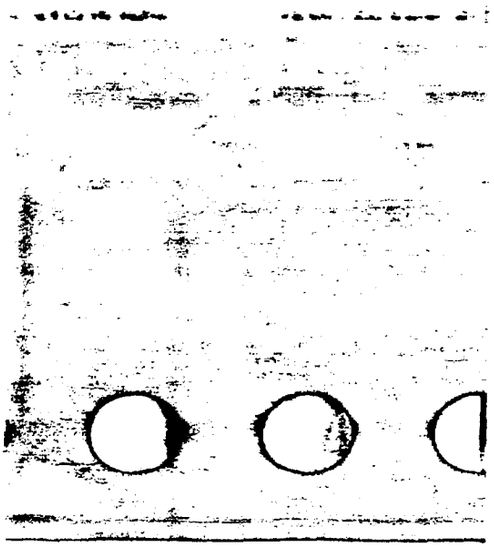
VICKY KAVANAUGH NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

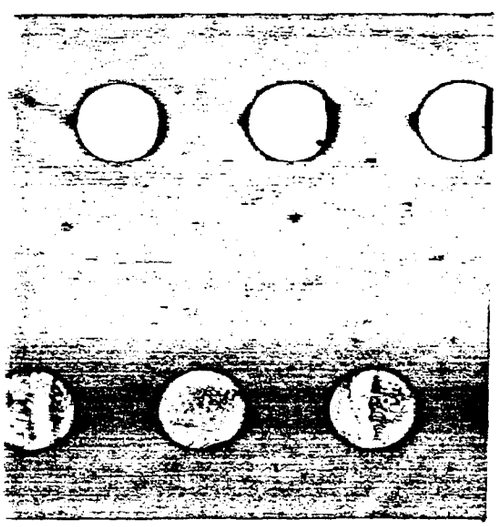
My Commission expires: 03/10/91

Notary Public

My Commission Expires March 10, 1991

4111 09/13 0101 03CHECK 96.10





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

RECEIVED OF _____

FOR _____

BOOK 7936 PAGE 944

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 27010.00
CON TX 89.10
PRFEE 1.00
WDEED 6.00
TOTAL 96.10
CHECK 96.10

09/13/89 01 13:32 0001 4111

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

65633

IDENTIFI REFERENCE

SEP 13 1 32 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 248107

FILE BOX 30

State of Tennessee

Deed of Trust

FHA Case No.
483-1601251

This Indenture, Made and entered into this 08 day of September , 19 89
by and between Michael Willis Brooks and wife, Cynthia Britten Brooks
party of the first part, Thomas F. Baker, IV
Trustee(s), party of the second part, and First Tennessee Bank, National Association
a corporation, organized and existing under the laws of Tennessee
having its principal office and post-office address at P. O. Box 1000
party of the third part, Memphis, Tennessee 38148

BOOK 7936 PAGE 945

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:

Land in Davidson County, Tennessee, being Lot No. 92A Haywood Forrest, Section Three, Revision of Lots 87-92, as of record in Book 5800, page 285, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to the Grantor(s) by deed recorded simultaneously herewith.
The maximum principal indebtedness for Tennessee recording tax purposes is $27,100.00.

6563 4 IDENTIFICATION REFERENCE
SEP 13 1 32 PM '89
DAVIDSON COUNTY, TN

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 TWENTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 Dollars ($ 27,100.00), 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 First Tennessee Bank, National Association in P. O. Box 1000, Memphis, Tennessee 38148, or at such other place as the holder of the note may designate in writing in monthly installments of TWO HUNDRED THIRTY-SEVEN DOLLARS AND 83/100 Dollars ($ 237.83), commencing on the first day of November , 19 89 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 19

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), and (i)) 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, 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, or 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 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.

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 party 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 60 (sixty) 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 60 (sixty) 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. Notwithstanding the foregoing, this option may not be exercised by the party of the third part when the ineligibility for insurance under the National Housing Act is due to the failure of the party of the third part to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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, the statutory right 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 the 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 percentum (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 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, Cynthia Britten Brooks , spouse of Michael Willis Brooks the above named , 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 covenents 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 have hereunto set their hand(s) on the day and year first above written.

Michael Willis Brooks

Signed, sealed and delivered in the presence of:

Cynthia Britten Brooks

State of Tennessee

County of Williamson

On this 08 day of September ,19 89, before me personnally appeared Michael Willis Brooks & Cynthia Britten Brooks 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.

Vicky Kavanaugh Notary Public.

My commision expires March 10, 1991

VICKY KAVANAUGH NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires March 10, 1991

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.

Prepared By: SOUTHEAST TITLE of Tennessee, Inc.
7003 Chadwick Drive, Suite 100
Brentwood, TN 37027

BOOK 7936 PAGE 949

DEED OF TRUST RIDER

This Rider is a part of and incorporated into the deed of trust dated September 08, 1989 made and entered into by Michael Willis Brooks and wife, Cynthia Britten Brooks, Party of the first part (the Mortgagor), Thomas F. Baker, IV Trustee(s), Party of the second part and First Tennessee Bank, National Association, Party of the third part (Mortgagee).

The Deed of Trust is amended to add the following:

"The Party of the third part, the Mortgagee, its successors or assigns, shall with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Deed of Trust to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent, or operation of law) by the Party of the first part, the Mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this Deed of Trust or not later than 24 months after the date of a prior transfer of the property subject to this Deed of Trust, to a purchaser, assignor or successor whose credit has not been approved in accordance with the requirements of the Commissioner."

Michael Willis Brooks

Cynthia Britten Brooks

Subscribed and sworn before me on September 08, 1989

My commission expires:
March 10, 1991

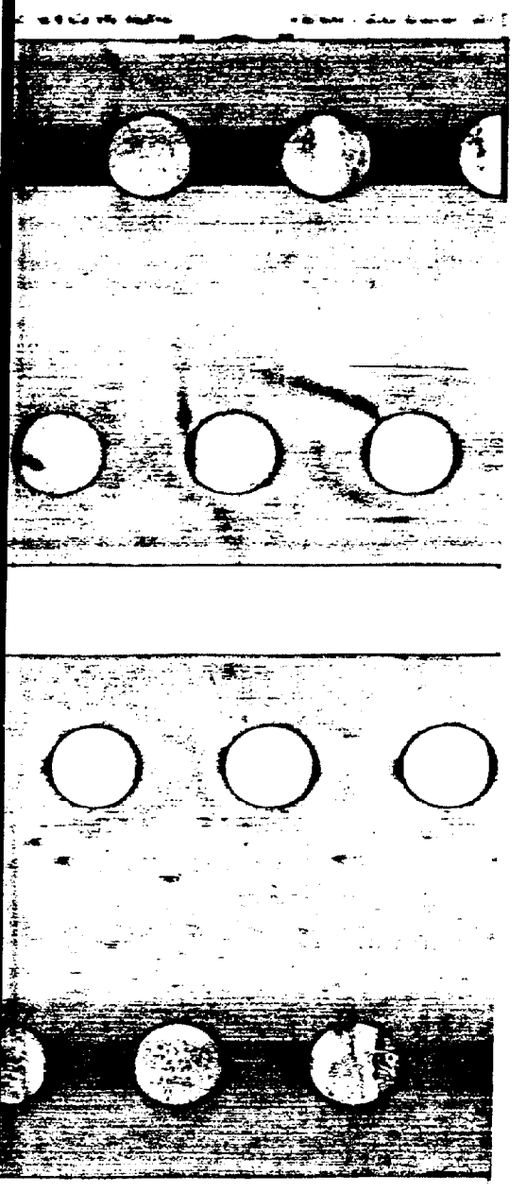
Notary Public

Vicky Kavanaugh

VICKY KAVANAUGH NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires March 10, 1991

112 09/13 0101 03CHECK 44.87



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7936 PAGE 950

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

MAMT 27100.00
MOR TX 28.87
PRFEE 1.00
TDEED 15.00
TOTAL 44.87
CHECK 44.87

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/13/89 01 13:32 0001 4112

6563 4

IDENTIFICATION REFERENCE

SEP 13 1 32 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 248108