WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY:		
Harold E. Collins, Attorney 4800 Charlotte Avenue, Nashville, TN 37209		
NAME ADDRESS		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nola Michelle Madden and Kenneth B. Sadler	SAME	MAP 66
(NAME)	(NAME)	
8222 River Road Pike		Part of PARCEL 52
(ADDRESS)	(ADDRESS)	
Nashville, Tennessee 37209		
(CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF SEVENTY-NINE THOUSAND FIVE HUNDRED 00/100 DOLLARS ($79,500.00) CASH IN HAND PAID TO THE GRANTORS BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Melba Ann Sadler, Willa Dean Sircy, Ada Pauline Oldham, Billy G. Oldham, Sammy W. Oldham, Tony H. Oldham, and Brenda O. Jones, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Nola Michelle Madden and Kenneth B. Sadler, 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:

Being Tract No. 4 of the Lela Mai Gross Subdivision, unrecorded according to a survey of Bruce Rainey & Associates dated 5/30/90.

BEGINNING at an iron pin on the southerly margin of River Road said pin being located approximately 568' west of the Southwest corner of the intersection of River Road and Cub Creek Road; thence leaving said margin of road S47 degrees 06'21"W 925.04' to an iron pin; thence N42 degrees 53'39"W 245.00' to an iron pin; thence N47 degrees 06'21"E 920.00' to an iron pin in the southerly margin of River Road; thence with said margin S43 degreess 38'37"E 227.68' to an iron pin; thence S49 degrees 40'49"E 17.46' to the point of beginning, containing 5.18 acres more or less.

Being part of the same property devised to W.V. Gross and wife Lela Mai Gross by Will of Marcie Newsom Adkisson, dated November 27, 1962, of record in Will Book 80, page 181, Probate Court for Davidson County, Tennessee. The said parties having since died, the said W.V. Gross having predeceased the said Lela Mai Gross.

Grantors hereby grant to Grantees an easement on the lands of Tract 3 for the use and purpose of maintaining, servicing and repairs to the existing water meter and water lines which are located on Tract 3 and presently serve this tract, Tract 4.

The above described Tract of Land is not the home nor principal place of residence of Grantors.

DEED RESTRICTIONS - The following are restrictions placed upon the land to be effective from June 2, 1990 through June 2, 2010. Said restrictions may be enforced, by the owner and/or owners of Lots 1 through 9 of the Gross Subdivision, unrecorded, according to a Survey Plat of Bruce Rainey & Associates dated May 16, 1990, as revised on May 24, 1990 and May 30, 1990. Said restrictions may be extended by the majority property owners upon expiration of same.

1. No trailer, basement house, garage, barn or other buildings may be used as temporary or permanent living quarters.

2. No swine or commercial poultry may be kept on property.

3. No storage or junk cars, storage of building materials or any other offensive or unsightly storage may be placed on tracts.

4. By the creation of the above restrictions there is no intention of imposing them on any other land owned by Sellers.

This is unimproved property known as: Tract #4, Gross Subdivision, River Road, Nashville, Tennessee 37209.

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 our hands this 19th day of June, 1990.

Melba Ann Sadler
MELBA ANN SADLER

Willa Dean Sircy
WILLA DEAN SIRCY

Ada Pauline Oldham
ADA PAULINE OLDHAM

Billy G. Oldham
BILLY G. OLDHAM

Sammy W Oldham
SAMMY W. OLDHAM

Tony H. Oldham
TONY H. OLDHAM

Brenda O. Jones
BRENDA O. JONES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is: $79,500.00

Subscribed and sworn to before me, this the 19th day of July, 1990.

Kenneth B. Sadler
Affiant

My commission expires: July 24, 1993

(Affix Seal)

Brenda J. Lupton
NOTARY PUBLIC

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 Melba Ann Sadler, Willa Dean Sircy, Ada Pauline Oldham, Billy G. Oldham, Sammy W. Oldham, Tony H. Oldham and Brenda O. Jones, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of ~~April~~ June, 1990.

Brenda J. Jones
NOTARY PUBLIC

My commission expires: July 24, 1993

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MAIL ENTL

272.35

THIS INSTRUMENT PREPARED BY:
Williams & Smith
1100 L&C Tower
P.O. Box 3079
Nashville, TN 37219-0079

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $79,982.00.

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State of Tennessee

DEED OF TRUST

FHA Case No.
483 1686313 703

THIS DEED OF TRUST ("Security Instrument") is made on July 19, , 19 90 .
The grantor is KENNETH B. SADLER, UNMARRIED, AND NOLA MICHELLE MADDEN, UNMARRIED

("Borrower"). The trustee is Nan M. Sexton of Davidson County, Tennessee, and Evelyn Z. Binkley of Cheatham County, Tennessee ("Trustee"). The beneficiary is

Sovran Mortgage Corporation
which is organized and existing under the laws of the commonwealth of Virginia , and whose address is 201 East Cary Street, Richmond, Virginia 23219
("Lender"). Borrower owes Lender the principal sum of

Seventy-nine thousand nine hundred eighty-two and no/100----------
Dollars (U.S. $ 79,982.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2010 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with the power of sale, the following described property located in Davidson County, Tennessee:

PROPERTY DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

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which has the address of 8222 River Road, Nashville [Street, City],
Tennessee 37209 [ZIP Code], ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.