FILE BOX 9

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $238,505.00

Richard E. Rainey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF June 1991

John V. Adams
Notary Public John V. Adams

MY COMMISSION EXPIRES: 7/13/91

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
John V. Adams, Attorney
3813 Cleghorn Ave., Nashville, Tennessee 37215

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Richard E. Rainey (NAME)	First Southern Federal Savings Bank (NAME)	Map 117-9
3410 Valley Brook Road (STREET ADDRESS OR ROUTE NUMBER)	4205 Hillsboro Road, Suite 101B (STREET ADDRESS)	Parcel 62
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37215 (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~~ I, Overton Lea, Successor Trustee under Agreement Percie Lea,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Richard E. Rainey and wife, Ellen B. Hunter

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. 11 of Block 5 on the plan of Woodmont Estates, as of record in Book 974, page 29, R.O.D.C., Tennessee.

Said Lot No. 11 fronts 207.7 feet on the easterly side of Valley Brook Road and runs back 224.4 feet on the northerly line and 250.2 feet on the southerly line to the westerly line of Lot 14 measuring 145 feet thereon.

Being the same property conveyed to Nashville Trust Company, Trustee under agreeement Percie Lea, by deed from George E. Bivins and wife, Beatrix M. Bivins, recorded in Book 2012 at page 125 in said Register's Office. By Final Decree in Part II of the Chancery Court for Davidson County, Tennessee, at Nashville, styled Third National Bank in Nashville, Petitioner vs. Luke Lea, Jr., et al, Rule No. 89260, a copy of which is marked Exhibit "A" and is attached hereto and made part hereof by this reference thereto, said property was divested out of said Petitioner, as Trustee as Successor to the Nashville Trust Company, and vested in Overton Lea as Trustee to be held under the terms of said trust agreement. The nature of said "...agreement Percie Lea, ..." and the authority for this execution of this deed is set forth in the affidavit marked Exhibit "B" which is attached hereto and made part hereof by this reference thereto.

This conveyance is made subject to (a) property taxes for 1991 for which Grantees will be responsible, and (b) the matters set forth on said plan of record.

This is unimproved ( ) improved (X) property, known as 3410 Valley Brook Road (House Number) (Street) Nashville, TN 37215 (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 5th day of June, 1991

Overton Lea, Trustee

STATE OF TENNESSEE
Davidson County

BOOK 8371 PAGE 266

Personally appeared before me, John V. Adams, a Notary Public in and for said County and State, the within named Overton Lea, Trustee

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 5th day of June 19 91

Commission expires 7/13/91

John V. Adams
John V. Adams Notary Public

JOHN V. ADAMS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes 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 official seal at office at _____ on this the _____ day of _____, 19 ____

My commission expires _____

_____
Notary Public

WARRANTY DEED

FROM
Overton Lea, Trustee

TO
Richard E. Rainey and wife,
Ellen B. Hunter

Prepared By:
John V. Adams, Attorney
3813 Cleghorn Ave.
Nashville, TN 37215

EXHIBIT "A"

DECREE OF JULY 10, 1967--MINUTE BOOK 78, PAGE 412
IN PART II OF THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE

THIRD NATIONAL BANK IN NASHVILLE,	)	
VS.	)	RULE NO. 89260
LUKE LEA, JR., ET UX, ET AL.	)	

D E C R E E

This cause came on to be heard before the Honorable Alfred T. Adams, Chancellor, on this 7th day of July, 1967, upon the original Petition of the Third National Bank in Nashville, the separate answers of Luke Lea, Jr., Sarah H. Lea, and Overton Lea, the answer and amended answer of Hamilton V. Gayden, Jr., as Guardian Ad Litem for the minor children of Luke Lea, Jr., Percy Warner Lea and Margaret Lindsley Lea, and for the unborn children of Luke Lea, Jr., upon an order pro confesso heretofore entered against Mary Louise Lea, Luke Lea, III, Sallie Lea, and Elizabeth Lea Crockett, and upon the oral testimony of witnesses taken in open court and certain written instruments introduced in evidence, said oral hearing being pursuant to an order previously entered in this cause.

From all of the above it appeared to the Court that under an agreement between Mrs. Percy Warner Lea and the Nashville Trust Company, a Tennessee corporation, dated January 15, 1946, a trust was created with the Nashville Trust Company as Trustee, and certain funds were placed into its hands as such; that under the terms of the trust agreement the Trustee was to invest such funds in a home for Luke Lea, Jr., and his family, the trust to continue throughout the lifetime of the said Luke Lea, Jr., and until his youngest child reached adulthood, at which time the trust is to terminate and the trust property vest absolutely in the children of Luke Lea, Jr., or their descendants per stirpes; that the trust agreement directs said

Luke Lea, Jr., or his family to pay the Trustee sufficient funds to cover the expenses of taxes, insurance, repairs to the trust property, and compensation for the Trustee, and the Trustee has no duty to pay taxes on the trust property, to keep it insured, or to keep it in repair, except to the extent of the funds paid to it by said beneficiary; and that said trust agreement contains no provision for the resignation or removal of the trustee; and that by merger the Third National Bank in Nashville has become the successor to the Nashville Trust Company, and is now Trustee under said trust.

It further appeared to the Court that all of the trust funds are invested in a home for Luke Lea, Jr., and his family at 2300 Valley Brook Road in Nashville, Tennessee, said property being conveyed to the Nashville Trust Company, Trustee, by deed from George E. Bivins and wife, by deed dated June 26, 1951, of record in Book 2012, page 125, Register's Office for Davidson County, Tennessee, title to same now being in the Petitioner, Third National Bank, as Successor to the Nashville Trust Company, said property being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 11 of Block 5 on the plan of Woodmont Estates, as of record in Book 974, page 29, R.O.D.C., Tennessee.
>
> Said Lot No. 11 fronts 207.7 feet on the easterly side of Valley Brook Road and runs back 224.4 feet on the northerly line and 250.2 feet on the southerly line to the westerly line of Lot 14 measuring 145 feet thereon.

It further appeared to the Court that the Trusteeship has proven troublesome and an embarrassment to the Petitioner by reason of the fact that the Defendant Luke Lea, Jr., and his family have for several years failed to pay to the Trustee sufficient funds to pay for the taxes and insurance on the property as required under the trust instrument, and the said Luke Lea, Jr., has failed to pay the $30.00 per year compensation to the Trustee as provided in such instrument for a period of 4½ years; that therefore the Petitioner

should be allowed to resign as Trustee under said instrument and a successor trustee appointed; that the Defendant, Overton Lea, a brother of the Defendant Luke Lea, Jr., is willing to serve as such Successor Trustee; and that the said Overton Lea is a fit and suitable person to serve as such.

And it further appeared to the Court that the wife of Luke Lea, Jr., and all of his children, and his unborn children, constitute all of the other persons who have any interest in said trust; that they are all parties to this proceeding; and that all of them are sui juris except the two minor children and unborn children being represented by their guardian ad litem, Hamilton V. Gayden, Jr.

The Court was of the opinion, however, that before the Petitioner is relieved and discharged from its duties as Trustee and a successor trustee appointed, the Petitioner should make a written accounting to the Clerk & Master.

It is therefore ORDERED, ADJUDGED, and DECREED that this cause is referred to the Clerk & Master who will take from the Petitioner an accounting of all funds received and handled by it and its predecessor as Trustee under the trust instrument heretofore mentioned, and report thereon to the Court; and the Petitioner is directed to make a written accounting to the Clerk & Master. All matters are reserved until the incoming of the report of the Clerk & Master.

CHANCELLOR

STEPHENSON, LACKEY & HOLMAN

By _____
J. G. Lackey, Jr., Solicitors for the Petitioner,

_____
Hamilton V. Gayden, Jr., Guardian Ad Litem for Percy Warner Lea and Margaret Lindsley Lea, minors.

EXHIBIT B

Exhibit "B" to deed dated June 5, 1991, from Overton Lea, Successor Trustee under Agreement Percie Lea, to Richard E. Rainey and wife, Ellen B. Hunter.

Affidavit

State of Tennessee

County of Davidson

June 5, 1991

The undersigned Overton Lea, after first being duly sworn, deposes as follows:

1. That he is the duly appointed Successor Trustee, of the "...Nashville Trust Company, Trustee under Agreement Percie Lea,..." named as the grantee in the deed recorded in Book 2012 at page 125 in said Register's Office.

2. That said "...Agreement Percie Lea,..." makes reference to the trust agreement dated January 15, 1946, which was executed by Mrs. Percie Warner Lea and Nashville Trust Co., a copy of which is attached hereto and made part hereof by this reference thereto.

3. That he is acting on the written request of Luke Lea, Jr., a copy of which is attached hereto and made part hereof by this reference thereto, as provided for in paragraph 12 of said trust agreement.

4. That the said Luke Lea, Jr., is both alive and sui juris on the date hereof.

5. That the proceeds of the sale resulting from this deed will be handled in accord with the terms of said trust agreement.

That this Affidavit is given for the purpose of inducing TICOR Title Insurance Company to issue its title insurance policy insuring the title to the real property described in said Deed without exception as to the matters herein set forth, of inducing purchasers to purchase said property and/or of inducing lenders to accept said property as security for money lent.

In witness whereof Affiant has set his hand hereto on this the 5th day of June, 1991.

(Affiant) Overton Lea

Sworn to and subscribed before me, a Notary Public, on this the 5th day of June, 1991.

John V. Adams
Notary Public

My Commission Expires: 7-13-91

JOHN V. ADAMS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Original to Lock box

WHEREAS, certain insurance on the life of Colonel Luke Lea was made payable to Mrs. Percie Warner Lea, with written and oral instructions to her, to have the proceeds thereof turned over to the Nashville Trust Company, Trustee, for the use and benefit of Luke Lea, Jr. and his children on the uses and trusts hereinafter set out; and,

WHEREAS, Mrs. Percie Warner Lea has collected the proceeds of such insurance policy on the life of Colonel Lea, and she desires to carry out the written and oral instructions of Colonel Lea in regard thereto:

NOW, THEREFORE, in considerations of the premises, Mrs. Percie Warner Lea has this day turned over to the Nashville Trust Company, as Trustee, and its successors in trust, the sum of $6463.60, the receipt of which is hereby acknowledged, on the following uses and trusts:

1. That said fund, together with any other funds paid into this trust, shall, in whole or in part, eventually be invested in real estate to be used as a home for Luke Lea, Jr. and his family during his lifetime and during the minority of his youngest child, with the rights, powers and duties on the part of the Trustee as hereinafter set out.

2. Until such funds are invested in a suitable home for Luke Lea, Jr. and his family, under the terms of this trust, the Nashville Trust Company is authorized and directed to purchase the outstanding First Mortgage on the property on Westover Drive, Belle Meade, Davidson County, Tennessee, now occupied as a home by the family of Luke Lea, Jr., for the balance of the principal sum due thereon, with accrued interest, and also to purchase from Dr. W. F. Fessey a Second Mortgage on said property for the balance of the principal sum due thereunder, plus accrued interest.

3. During the time that the funds aforesaid are invested in said First and Second Mortgages on said Westover Drive property, the Trustee shall not be required to collect anything on interest or principal on said mortgages unless directed to do so, in writing, by Mrs. Percie Warner Lea or J. G. Lackey.

4. If the Nashville Trust Company acquires title to said Westover Drive property by foreclosure or otherwise, or if it acquires title to any other real estate under this trust, then the title thereto shall be held by the Nashville Trust Company, as Trustee, under the terms of this trust.

5. In the event of a foreclosure sale of said Westover Drive property under either or both of the mortgages aforesaid, the Nashville Trust Company is hereby authorized and directed to bid for said property at said foreclosure sale the full amount of the balance due on said two mortgages, plus all accrued interest thereon, and subject to any delinquent taxes, or such other sum as it may be authorized and directed to bid thereon by Mrs. Percie Warner Lea, or J. G. Lackey.

6. In the event the Nashville Trust Company, Trustee, does not acquire title to said Westover Drive property, then the Trustee shall invest all, or some part, of said funds in such free and unincumbered real estate, under the terms and for the purposes of this trust, as Luke Lea, Jr., and if he is dead, as his wife, shall, in writing, order and direct it to purchase.

7. The real estate acquired by the Trustee under this trust shall be held by it, as Trustee, as a home for Luke Lea, Jr. and his family during his life and during the minority of his youngest child.

8. At the death of Luke Lea, Jr., if all of his children are then twenty-one years of age or older, or after his death when all of his living children are twenty-one years of age, this trust shall end and terminate, and the remaindermen, under the provisions of this trust, shall be vested with an absolute and

fee simple title to the trust estate.

9. At the death of Luke Lea, Jr., the remainder interest in the trust estate shall be vested in the children of Luke Lea, Jr. then living, and the lineal descendants of any child predeceasing Luke Lea, Jr. per stirpes, it being the intention to create a vested remainder in the children of Luke Lea, Jr. living at his death, and the lineal descendants of any child who has predeceased him per stirpes, even though the trust estate has not terminated.

10. During the existence of this trust, the Nashville Trust Company shall have no duty to pay taxes on the trust property or to keep the trust property insured or to keep the trust property in repair, unless and until the beneficiaries of the trust shall pay and turn over to the Nashville Trust Company the funds required therefor.

11. During the existence of this trust, Luke Lea, Jr. or his family shall pay to the Nashville Trust Company an amount sufficient to cover the taxes, insurance and repairs on the trust property, and the compensation of the Nashville Trust Company, as Trustee, in twelve equal monthly installments, so that there will always be in the hands of the Nashville Trust Company, Trustee, accumulations sufficient to pay all such expenses as same may become due; and in the event they fail to do so for a period of one year, then the Trustee will be authorized to dispossess the family of Luke Lea, Jr. and rent out the property until sufficient funds have been accumulated to pay all such delinquent expenses, but no liability will be incurred by the Trustee if it fails to so dispossess them.

12. On the written request of Luke Lea, Jr., and after his death on the written request of his wife or the oldest sane adult child of Luke Lea, Jr., and if his wife is dead and none of his children are twenty-one years of age, then on the written request of a majority of the immediate adult members of the family

of Colonel Luke Lea, the Trustee shall have the power and duty to make sales and transfers of any part, or all, of the trust estate for the purpose of reinvestment.

13. Upon a sale of all, or any part, of the trust estate, the Trustee shall have the authority and power to reinvest all, or some part, of the trust estate, including any profit or income, in another home for Luke Lea, Jr. and his family, the new home so purchased to be approved, in writing, by Luke Lea, Jr., and after his death by his wife or the oldest sane adult beneficiary; and, if his wife is dead and none of his children are adults, then on the written approval of a majority of the immediate adult members of the family of Colonel Luke Lea; and, when and if Luke Lea, Jr. and his family permanently remove from Nashville, or, if for any other reason, it has become inadvisable, in the sole opinion of Luke Lea, Jr., and after his death in the sole opinion of his wife, for Luke Lea, Jr. and/or his family to own a home in Davidson County, Tennessee, then the Trustee may sell such home and invest the trust estate, in whole or in part, in such income producing real or personal property as, in the concurring opinion of the Trustee and Luke Lea, Jr., and after his death in the sole opinion of the Trustee, may seem to the best interest of the estate.

14. Any of the corpus of the trust estate, profit or income, not invested in a home for Luke Lea, Jr. and his family, may be invested by the Trustee, under and in accordance with the terms and provisions of Paragraph No. 13 of this trust agreement; and the income therefrom shall be paid to Luke Lea, Jr. during his life, and after his death divided equally between the children of Luke Lea, Jr. and his lineal descendants per stirpes.

15. Neither the corpus of the trust nor any income therefrom shall be liable for the debts, present or future, of any beneficiary; and same shall not be subject to the right on the part of any creditor to seize or reach the same under any writ

or any proceeding by law or in equity; and no beneficiary shall have any power to give, grant, sell, convey, mortgage, pledge or otherwise dispose of, or encumber any part of his equitable rights or title to the corpus of the trust property, nor shall he have a right to anticipate, give, grant, sell, assign, mortgage, pledge or encumber the income, or any installment therefrom.

WITNESS our hands this the 15th day of January, 1946.

Executed in duplicate

Attest:
Secretary

Mrs Percie Warner Lea

NASHVILLE TRUST CO.

By
TRUST OFFICER.

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, Geraldine Freed, a Notary Public in and for said County and State, the within named Mrs. Percie Warner Lea, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing and within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 15th day of January, 1946.

Geraldine Freed
Notary Public

My Commission expires My Commission Expires July 1, 1948, 1949

5 June 1990

Dear Charles -

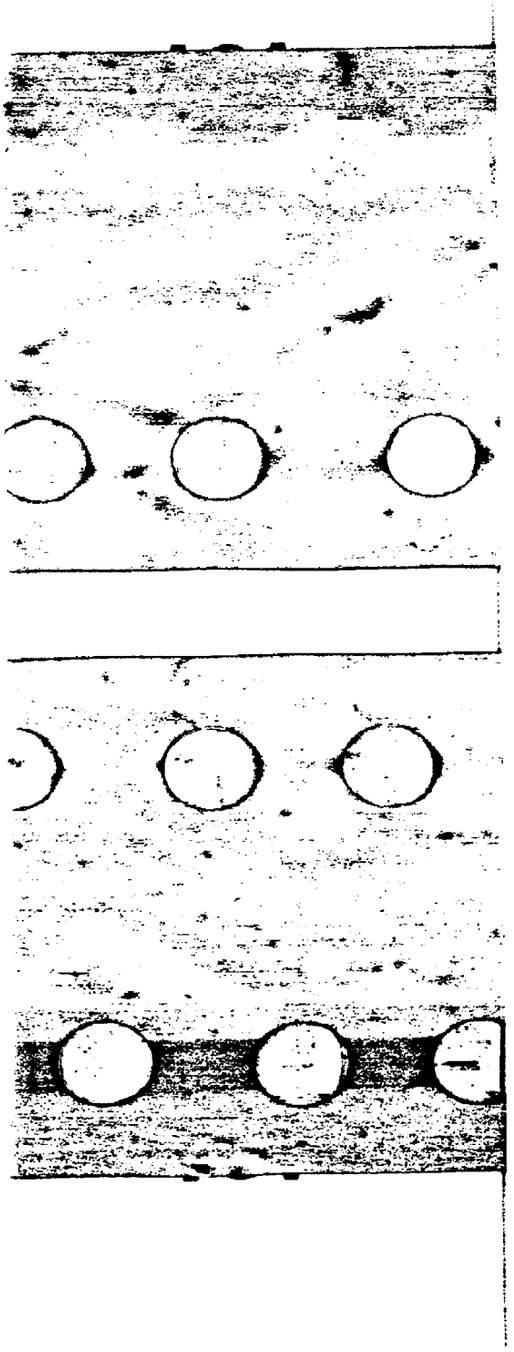
Please send Valley Brook
here, and mail me your invoice. Thanks for
handling this project.

Sincerely,

Sandy Fowler

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in this
Document Unsatisfactory When Received

21200
FILED FOR RECORD
Jun 11 10 05 AM '91
2654 06/11 0101 08CHECK 824.05



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8371 PAGE 277

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
				238505.00
				CON TX 787.05
				PRFEE 1.00
				WDEED 36.00
				TOTAL 824.05
				CHECK 824.05
06/11/91	01			10:06 0001 2654

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

21200

RECEIVED FOR RECORD
JUN 11 10 06 AM '91

No. 429711