BK 10924 PG 277

OLD REPUBLIC

National Title Insurance Company
344 Fourth Avenue North
Nashville, Tennessee 37219-1611

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 19,609.88

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE DAY OF May, 19 98

NOTARY PUBLIC

My Commission expires: 1-23-2000

THIS INSTRUMENT PREPARED BY
T. Larry Edmondson, 2nd Floor, 808 Broadway, Nashville, TN 37203
NAME ADDRESS

NAME & ADDRESS OF PROPERTY OWNER	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
Jefferson Street Community Assoc., Inc.	SAME	082-11-015
(NAME)	(NAME)	
211 Treutland Street		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37207		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Warranty Deed

For and in Consideration of the sum of $ 10.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, ~~We~~ I,

Katie Carpenter, an unmarried person

hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto

Jefferson Street Community Association, Inc.

hereinafter called the GRANTEES, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

Being the easterly 40 feet of Lot No. 71 in John W. Bryan's Addition to Edgefield, now East Nashville, said part of said Lot No. 71 fronts 40 feet on the north side of Treutland Street and runs back between parallel lines and with the westerly line of Lot No. 72, 165 feet to an alley.

Being the same property conveyed to James A. Carpenter, Jr. and wife, Katie Carpenter by deed from Robert Douglas Stafford of record in Book 6068, Page 628, Register's Office for Davidson County, Tennessee. The said James A. Carpenter, Jr. having since died.

This conveyance is made subject to any and all existing easements and restrictions of record in the Register's Office for Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

98 MAY -8 PM 3:02

04358859

This is unimproved ( ) improved (XX) property, known as 211 Treutland Street (House Number) (Street) Nashville (City) TN (State) 37207 (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. We do covenant with 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 set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the 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 6th day of May, 19 98.

Katie Carpenter K.C.
KATIE CARPENTER

5 98 0108 01:01 03CHECK 81-55

INDIVIDUAL ACKNOWLEDGMENTS:

BOOK 10924 PG 278

STATE OF TENNESSEE }
County of DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Katie Carpenter, an unmarried person

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

Witness my hand and official seal at office this 6th day of May, 1998.

My Commission expires:
1-29-2000

_____
Notary Public

STATE OF TENNESSEE }
County of }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____

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

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

My Commission expires:

_____

_____
Notary Public

STATE OF TENNESSEE }
County of }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____

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

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

My Commission expires:

_____

_____
Notary Public

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT:

STATE OF TENNESSEE }
County of }

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be the _____ of _____, the within named bargainor, a corporation (or partnership), and that ____, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by _____self as such officer (or partner).

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

My Commission expires:

_____

_____
Notary Public

Maximum Principal Indebtedness
for Tennessee Recording Tax
Purposes is $ 20,000.00

This Instrument Prepared By:
REGIONS BANK OF TENNESSEE
7114 Hwy 70 South
Nashville, TN 37221

10924 280

DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

_____ (Applicable if checked) THIS DEED OF TRUST IS A "CONSTRUCTION MORTGAGE," AS DEFINED IN TENNESSEE CODE ANNOTATED § 47-9-313, OR IS GIVEN TO REFINANCE A CONSTRUCTION MORTGAGE.

_____ (Applicable if checked) THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES TO BE OBTAINED FOR COMMERCIAL PURPOSES.

THIS DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT ("Security Instrument") is made on May 6, 19 98. The grantor is Jefferson Street Community Association, Inc. ("Grantor"). The trustee is T. Richard Dean ("Trustee"), a resident of Robertson County, Tennessee. The beneficiary is Regions Bank of Tennessee, which is organized and existing under the laws of Tennessee, ("Lender," which term shall also include any subsequent holder of the Primary Debt, as hereinafter defined).

The indebtedness and liabilities secured hereby include, but are not limited to, the indebtedness evidenced by or incurred under the following instrument or agreement: Commercial Note and Security Agreement dated May 6, 19 98 executed by Jefferson Street Community Association, Inc. ("Borrower") which, if not sooner paid, is due and payable on May 5, 2003 and any and all extensions, modifications, amendments and renewals thereof (hereinafter the "Primary Debt"; such instrument or agreement hereinafter being referred to as the "Primary Debt Agreement"). As used in this Security Instrument, the term "Borrower" shall also specifically include and refer to any primary obligor or the guarantor of the Primary Debt and any "Grantor."

This Security Instrument secures to Lender the repayment of (i) the Primary Debt as evidenced by the Primary Debt Agreement; (ii) any and all present or future, direct or contingent, liabilities and indebtedness of any Borrower to Lender of any nature whatsoever, regardless of the class of other indebtedness, be it secured or unsecured, and all extensions, amendments, modifications and renewals thereof subject to any limits hereinafter set forth, except that such liabilities and indebtedness (hereinafter the "Secured Debt," which term shall include the Primary Debt), other than the Primary Debt, shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if at the time such liability or indebtedness is incurred any legally required disclosure of the lien afforded hereby respecting such debt shall not have been made; (iii) all sums advanced to protect the security of this Security Instrument and all future advances made by the Lender to or for the account or benefit of Grantor with interest from date of disbursement at the Primary Debt rate of interest; and (iv) all attorney's fees, court costs and expenses of whatever kind incurred in the collection, enforcement, protection and defense of any of said Secured Debt, including but not limited to the Primary Debt and the enforcement, protection and defense of the lien of this conveyance and the timely, faithful and full performance of the covenants, warranties and agreements of Grantor herein contained or any Borrower, guarantor or primary obligor in any Secured Debt agreement.

For this purpose, Grantor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Davidson County, Tennessee:

Being the easterly 40 feet of Lot No. 71 in John W. Bryan's Addition to Edgefield, now East Nashville, said part of said Lot No. 71 fronts 40 feet on the north side of Treutland Street and runs back between parallel lines and with the westerly line of Lot No. 72, 165 feet to an alley.

Being the same property conveyed to Grantors by deed of even date being recorded simultaneously herewith.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

(The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.)

which has the address of 211 Treutland Street, Nashville, TN 37207 Tennessee ("Property Address");

TOGETHER WITH all the buildings, structures, additions, fixtures and existing or owned or hereafter acquired improvements, now or hereafter erected, constructed or located on the property, and all easements, rights, appurtenances, rents, royalties, leases, profits, revenues, issues, rights of ingress and egress, licenses, permits, proceeds of insurance, all awards or compensation including damages from any severance or taking of all or any part of the Property, mineral, oil and gas rights and profits, water rights and stock, all fixtures now existing or owned or hereafter acquired or hereafter a part of the property, all machinery, equipment, furniture, furnishings or other property operated, incorporated, installed or located on the property or incorporated in the improvements thereon and used or usable in connection with the operations of the property and all replacements, accessions, appurtenances, improvements, substitutions and additions thereto and all payments, revenues and cash and non-cash proceeds therefrom. The real property and all of the foregoing are collectively referred to in this Security Instrument as the "Property".