Davidson County DEEDQC
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20000911-0089576

THIS INSTRUMENT PREPARED BY:
STEWART & BLACK, ATTORNEYS
333 GALLATIN ROAD SOUTH
MADISON, TN 37115

ADDRESS NEW OWNER:	MAP/PARCEL NUMBER:
DIANA S. DALE	MAP 85-9, PARCEL 20
3145 HUNTERS HILL ROAD	
NASHVILLE, TN	
SEND TAX BILLS TO:	
SAME	

STATE OF TENNESSEE :
COUNTY OF ~~DAVIDSON~~ Williamson :

THERE IS NO MONETARY CONSIDERATION WHATSOEVER FOR THIS TRANSACTION, THIS 10th DAY OF August, 2000.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th DAY OF August, 2000.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-18-03

CONSTRUCTIVE TRUSTEE'S DEED

THIS CONSTRUCTIVE TRUSTEE'S DEED is executed on the day and date below written, by and between ANGEL M. FOSTER, formerly known as ANGEL M. PICKEL, hereinafter referred to as GRANTOR/CONSTRUCTIVE TRUSTEE, and DIANA S. FULLER DALE, as GRANTEE/BENEFICIARY.

W I T N E S S E T H:

THAT WHEREAS, by Quitclaim Deed of record in Book 8694, page 978, Register's Office for Davidson County, Tennessee, DIANA S. DALE, LEE O. WIGGS AND WIFE, ANNA B. WIGGS, conveyed the property described herein to ANGEL M. PICKEL, LEE O. WIGGS AND WIFE, ANNA B. WIGGS, as joint tenants with right of survivorship; and

WHEREAS, LEE O. WIGGS AND WIFE, ANNA B. WIGGS have since died on August 9, 1996, and _____, respectively, and ANGEL M. PICKEL is now the sole owner of the herein described property; and

WHEREAS, from the time the said property was conveyed as stated above, DIANA S. DALE, GRANTEE/BENEFICIARY, has occupied said property as her principal residence but paid no rental to GRANTOR/CONSTRUCTIVE TRUSTEE and GRANTEE/BENEFICIARY hereby accepts said property in 'as is' condition with no warranty of fitness from GRANTOR/CONSTRUCTIVE TRUSTEE; and

WHEREAS, during the time ANGEL M. PICKEL, GRANTOR/CONSTRUCTIVE TRUSTEE, has owned said property, she has acted in the capacity of constructive trustee for the said DIANA S. DALE, GRANTEE/BENEFICIARY, and has mortgaged the said property and advanced monies for the upkeep and maintenance of said property; and

WHEREAS, upon execution of the herein deed, GRANTOR/CONSTRUCTIVE TRUSTEE is conveying all of her right, title and interest in and to said property as Constructive Trustee, to GRANTEE/BENEFICIARY, in return for all advances and expenses advanced by said GRANTOR/CONSTRUCTIVE TRUSTEE with regard to said property, said advances and expenses being in the total amount of $21,981.52, plus interest at the rate of ten (10%) percent per annum from August 5, 1992 until the date the said sum is paid in full, payable to GRANTOR/CONSTRUCTIVE TRUSTEE, which said sum and terms GRANTEE/BENEFICIARY hereby agrees to pay in full by her signature below; and

WHEREAS, GRANTEE/BENEFICIARY also agrees to be responsible for the payment in full the first mortgage against the said property, which mortgage is in the name of ANGEL M. PICKEL and is payable to Wells Fargo Bank, in the current principal amount of approximately $31,000.00, of record in Book 8694, page 978, Register's Office for Davidson County, Tennessee, by refinancing the total debt to Wells Fargo Bank and the debt to GRANTOR/CONSTRUCTIVE TRUSTEE and obtaining a new mortgage loan on the herein described property at the time of the herein conveyance; and

WHEREAS, GRANTEE/BENEFICIARY further acknowledges that the herein conveyance IS NOT A SALE. The purpose of the herein conveyance is to finalize and terminate the constructive trust, to repay the GRANTOR/CONSTRUCTIVE TRUSTEE for all advances made and expenses incurred by her with regard to the herein property for the benefit of the said GRANTEE/BENEFICIARY and to release the mortgage loan against the property which is in the name of the said GRANTOR/CONSTRUCTIVE TRUSTEE; and

1. WHEREAS, GRANTOR/CONSTRUCTIVE TRUSTEE and GRANTEE/BENEFICIARY hereby agree to mutual release each other regarding this transaction, upon the following terms and conditions:

   a. That the attorney's fees for handling this transaction are in the amount of $1,000.00, which amount is included in the total amount of $21,981.12 stated above, and said attorneys' fees will be a lien on the said real property until they are paid and shall be paid in full from the proceeds of the said refinance; and

   b. That upon the delivery of the herein quitclaim deed to each of the above parties do hereby

release each other mutually, both past, present and future, based upon the considerations above enumerated and each hereby acknowledge that accord and satisfaction has been had in all matters above enumerated and that each have no further or other claims against each other, both past, present and future; and

c. That each party herein has hereby waived formal protest and demand and completely leaves the matter res judicata between the parties; and

d. That the mutual release contained herein is entered into both jointly and severally and is binding upon the heirs, successors and assigns of each party hereto; and

e. GRANTEE/BENEFICIARY hereby holds GRANTOR/CONSTRUCTIVE TRUSTEE harmless for the payment of any and all taxes of any kind including but not limited to income or capital gains taxes, property taxes or other , taxes and, further, for all mechanic's and materialmen's liens or any claims from third parties, including attorney's fees to defend the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE SUM OF ONE ($1.00) DOLLAR, CASH IN HAND PAID AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency of which are hereby expressly acknowledged, I, ANGEL M. FOSTER, FORMERLY KNOWN AS ANGEL M. PICKEL, hereinafter referred to as GRANTOR/CONSTRUCTIVE TRUSTEE, do hereby quitclaim and convey unto the beneficiary, DIANA S. FULLER DALE, her successors, heirs and assigns, subject to all of the above agreements, all of MY right, title and interest in and to that certain tract or parcel of land in DAVIDSON County, Tennessee, being more particularly described in Exhibit "A" attached hereto, which Exhibit is incorporated herein by reference.

This is improved property known as 3145 HUNTERS HILL ROAD, NASHVILLE, TN.

SAID PROPERTY is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

ANGEL M. FOSTER, individually, joins in the herein deed for the purpose of conveying any right, title and interest in and to the herein property that she may have individually.

LANCE FOSTER, husband of the GRANTOR/CONSTRUCTIVE TRUSTEE herein, acknowledges that he has no interest in the herein described property; however, he joins in the herein conveyance for the sole purpose of conveying any right, title and interest he may have as ANGEL M. FOSTER'S husband, marital or otherwise.

WITNESS the hands and seals of GRANTOR/CONSTRUCTIVE TRUSTEE, her

husband and GRANTEE/BENEFICIARY on this the 10th day of August, 2000.

ANGEL M. FOSTER, CONSTRUCTIVE TRUSTEE

ANGEL M. FOSTER, INDIVIDUALLY

LANCE FOSTER

DIANA S. FULLER DALE

STATE OF TENNESSEE:

COUNTY OF ~~DAVIDSON~~ Williamson:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ANGEL M. FOSTER, CONSTRUCTIVE TRUSTEE, the within named bargainor, with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MADISON, Tennessee, on this the 10th day of August, 2000.

notary public

My commission expires: 3-18-03

STATE OF TENNESSEE:

COUNTY OF ~~DAVIDSON~~ Williamson:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DIANA S. FULLER DALE, the within named bargainor, with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MADISON, Tennessee, on this the 10th day of August, 2000.

notary public

My commission expires: 3-18-03

STATE OF TENNESSEE :

COUNTY OF ~~DAVIDSON~~ Williamson :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ANGEL M. FOSTER AND HUSBAND, LANCE FOSTER, the within named bargainors with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at MADISON, Tennessee, on this the 10th day of August, 2000.

notary public

My commission expires: 3-18-03

EXHIBIT 'A'

BEING Lot No. 99 on the Plan of Knob Section, Lincoya Hills, of record in Plat Book 2331, page 6, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to ANGEL M. PICKEL, LEE O. WIGGS AND WIFE, ANNA B. WIGGS, as joint tenants with right of survivorship, by Deed from Diana S. Dale, formerly Dianna S. Fuller, Lee O. Wiggs and Anna B. Wiggs, of record in Book 8694, page 978, Register's Office for Davidson County, Tennessee.