Davidson County DEEDQC
Recvd: 07/28/03 11:51 4pgs
Fees:23.00 Taxes:37.00
20030728-0104977

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 7th day of May 2003 by first party, Grantor, James M. Council Sr. and William H. Council Sr. whose post office address is 1842 25th Ave. N., Nashville, Tennessee 37208 to second party, Grantee, Roscoe Jones and Lasundra Jones (Husband and Wife) whose post office address is 601 Maplewood Lane, Nashville, Tennessee 37216

WITNESSETH, That the said first party, for good consideration and the sum of Ten Thousand Dollars ($10,000.00) to be paid by the said second party as follows: The purchase price shall be paid in monthly installments for a period of Ten (10)Years at an amortized rate of 8% APR.of principal and interest. This action by second party in its entirety and receipt thereof, the first party does hereby release and quitclaim unto second party forever, all the right, title, interest and claim which the first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of, Davidson, State of Tennessee to wit:

1623 ½ 16th Avenue North, Nashville, Tennessee 37208. Legal Description as Follows:

MAP/PAR: 081-11-0 299.00 SA/FB; 02W 30095

Description: PT LOT 343 D T MCGAVOCK & OTHERS ADDN

Initials of First Party

[Signatures on following page]

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 10,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF July 2003

Deputy Register

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Virginia M. Elam
Signature of Witness

William H Council & James M Council POA
Signature of First Party, Grantor

Virginia M. Elam
Print name of Witness

William H. Council & James M Council Sr.
Print name of First Party

Virginia M. Elam
Signature of Witness

Roscoe Jones & [illegible]
Signature of ~~First~~ Second Party, ~~Grantor~~ Grantee

Virginia M. Elam
Print name of Witness

Roscoe Jones & Lasaundra Jones
Print name of ~~First~~ Second Party

STATE OF }
COUNTY OF }

On May 7, 2003 before me, Virginia M. Elam, Notary Public
appeared William H. Council Sr. and Roscoe & Lasaundra Jones
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Virginia M. Elam
Signature of Notary

Commission expire 1-31-2004

(Seal)

Affiant _____Known_____Produced ID
Type of ID _____

James Council
Signature of Preparer

14462 Dover Forest Drive
Print Name of Preparer

Orlando, Florida 32828
Address of Preparer

Initials of First Party

Person Responsible for Property Tax
& New owner - Lasundra Jones
601 Maplewood Lane
Nashville TN 37216

AHAAABAK

INSTALLMENT DEED

Book No. 1415

FOR AND IN CONSIDERATION of the sum of Seven Hundred Fifty ($750.00) and no/100 DOLLARS of which Two Hundred ($200.00) and no/100 DOLLARS has been paid in cash by Coy W. Council and wife, Annie B. Council, the receipt of which is hereby acknowledged, and for the remainder Five Hundred Fifty ($550.00) and no/100 DOLLARS the said Coy W. Council and wife, Annie B. Council have executed their one joint promissory note, of even date herewith, for $550.00, payable in 50 monthly installments of $11.00 each, with interest at the rate of 6% per annum, payable monthly, making the first installment for $15.25 and each installment thereafter decreasing 5 and 6 cents alternately; the first installment falling due December 1st, 1946, and the others monthly thereafter, and said note is payable to the order of John H. Otey,

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 19 day of April 1951.
Attest: J. P. Wilson, SECTY REGISTER — Citizens Savings Bank & Trust Co. — Executive Vice-Pres.

all of said notes bearing six per cent interest from ~~date~~ maturity and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed.

We, John H. Otey, Trustee and individually and wife, Julia R. M. Otey have this day bargained and sold, and do hereby transfer and convey, unto the said Coy W. Council and wife, Annie B. Council, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the southerly half of lot No. 343 on the plan of McGavock, Wetmore and Others' 2nd Addition to Nashville, called "The Addition to the Town of McGavock", as of record in book 21, page 41, Register's Office for said County.

Said part of lot No. 343 fronts 50 feet on the westerly side of 16th Avenue, North, formerly Hendersnott Street, and runs back between parallel lines 170 feet to an alley.

Being the same property conveyed to John H. Otey, Trustee, by deed from W. T. Jordan and wife, of record in book 1589, page 650, said Register's Office.

Being the same property Conveyed to Coy W. Council and wife Annie B. Council by deed of record in Book 1415 page 269, R.O.D.C. The said Coy W. Council having both since died leaving James M. Council, Sr. and William H. Council, Sr. as their only heirs at law.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said Coy W. Council and wife, Annie B. Council, their heirs and assigns, forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said heirs and assigns, against the lawful

We , the said Coy W. Council and wife, Annie B. Council , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ --- until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we , the said Coy W. Council and wife, Annie B. Council , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

We agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Coy W. Council and wife, Annie B. Council, their representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Howard Harvey , Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to this trusteeship.~~

In Witness Whereof, We, the said John H. Otey, Trustee and individually and wife, ~~and~~ Julia K. M. Otey and Coy W. Council and wife, Annie B. Council , hereunto set our hands at Nashville , Tennessee, this the 8th day of November , 19 40.

John H. Otey, Trustee
John H. Otey
Julia K.M. Otey
Coy W. Council
Annie B. Council

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. L. Price, Jr. , a Notary Public in and for said County and State, the within named John H. Otey, Trustee and individually and wife, Julia K.M. Otey and Coy W. Council and wife, Annie B. Council the bargainor s , with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And x , of the said xx having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by x freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of November , 19 40 .

My commission expires Jan. 25, 1950
U. S. R. S. $ 1.10
Received Nov. 15, 1946 at 10:57 A.M. MS

(Seal) E. L. Price, Jr.
Notary Public