PREPARED BY:
STELTEMEIER, WESTBROOK & HARVEY
2700 FRANKLIN ROAD
NASHVILLE, TENN. 37204

Installment Deed BOOK 4099 PAGE 73

OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dixon L. Northcutt, et ux (NAME:)	Dixon L. Northcutt, et ux (NAME:)	6D 40970
4912 Darlington Court (STREET ADDRESS OR ROUTE NUMBER)	4912 Darlington Court (STREET ADDRESS)	Map 166
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	Par 92

FOR AND IN CONSIDERATION of the sum of Thirty-One Thousand and 00/100th ($31,000.00) ---------- *Dollars,*

of which Eight Thousand and 00/100th ($8,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Three Thousand and 00/100th ($23,000.00) ---------- *Dollars,*

We, Dixon L. Northcutt and wife, Isabel E. Northcut

have executed

one promissory note of even date herewith in the amount of Twenty-Three Thousand and 00/100th ($23,000.00) Dollars, payable in 10 semi-annual installments, with the first installment being due July 1, 1967, with interest at the rate of six percent (6%) per annum, payable semi-annually.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Ione Mary Steltemeier, (a married person)

have this day bargained and sold, and do hereby transfer and convey unto the said Dixon L. Northcutt and wife, Isabel E. Northcutt, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the 6th, formerly the 8th, Civil District of Davidson County, Tennessee, being parts of Lots Nos. 2 and 3 on the Plan of the Lands of William H. Broadwell, as of record in book 475, page 462, Register's Office for said County, described according to a survey made by Parrish Engineers, Inc., July 11, 1966, as follows:

Beginning on the northerly margin of Hill Road at the southwest corner of the property conveyed to Bernard E. Ferguson and wife, of record in Book 3536, Page 517, said Register's Office; thence with said Ferguson's western boundary line north 13° 00' east 320 feet to a witness iron stake; thence continuing in the same direction 20 feet to the center of a creek; thence with the center of the same north 65° 32' east 185.9 feet, and continuing with the center of the same south 88° 25' east 220.9 feet; thence north 3° 30' east 232.85 feet to an old iron pin by others; thence north 85° 45' west 920.8 feet to an iron stake by others; thence south 00° 55' west 401 feet to the northerly margin of Hill Road; thence with the same southeasterly 36.4 feet, continuing with the same south 32° 18' east 85.28 feet to the beginning of a curve; thence around said curve having a radius of 384.71 feet southeasterly 377.47 feet, and continuing with the same south 88° 31' east 67.1 feet to the beginning, containing 9.41 acres, more or less.

Being part of the real property conveyed to Ione Mary Steltemeier by deed from D. E. Mallernee, Jr., and wife, dated June 25, 1962, filed June 25, 1962, and recorded in Book 3402, Page 19, said Register's Office.

unimproved (X)
This is improved ( ) property, known as Hill Road (House Number) (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dixon L. Northcutt and wife, Isabel E. Northcutt, their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* except for 1967 taxes, which are to be pro-rated.

I *further covenant and bind* myself, and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dixon L. Northcutt and wife, Isabel E. Northcutt, their *(successors), heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Dixon L. Northcutt and wife, Isabel E. Northcutt *hereinafter referred to as trustors, hereby transfer and convey unto* R. W. Steltemeier, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 front door of the Court House 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 the 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 31 *day of* January *19* 67

Ione Mary Steltemeier

R. W. Steltemeier

Dixon L. Northcutt

Isabel C. Northcutt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, R. W. Steltemeier, Jr. *a Notary Public in and for said County and State,* Ione Mary Steltemeier and her husband, R. W. Steltemeier

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 31 *day of* January *19* 67

R W Steltemeier Jr.
Notary Public

Commission expires Jan 30 1968

BOOK 4099 PAGE 76

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, R. W. Steltemeier, Jr. *a Notary Public in and for said County and State,* Dixon L. Northcutt and Isabel E. Northcutt

the within named bargainor S, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee
this 31 *day of* January, *19* 67

R. W. Steltemeier
Notary Public

Commission expires Jan 30, 1968

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE WILLIAM STELTEMEIER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____, *with whom I am personally acquainted, and who, upon oath, acknowledged* _____*self to be* _____ *of the* _____, *the within named bargainor, a corporation, and that* _____*he as such* _____, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* _____*self as* _____.

Witness my hand and seal, at office in _____,
this _____*day of* _____, *19*_____

_____*Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM

Ione Mary Steltemeier

TO

Dixon L. Northcutt and wife,

Isabel E. Northcutt

59377

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 2 2 44 PM '67

NOTED: BOOK _____ PAGE _____
RECORDING FEE $ 2.75
DEP. REG. 3

DOCUMENTARY TAX $.50 969158

STELTEMEIER, WESTBROOK & HARVEY
NASHVILLE, TENNESSEE
NASHVILLE, TENN. 37204
PHONE 291-3327

STATE TAX $ 4.50
PROBATE $ 4.00
TOTAL
FEB 2 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 2 - 1967
RS

STATE TAX $ 2.50
PROBATE $ 4.00
TOTAL $ 6.50
FEB 2 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 2 - 1967
RS