New Owner: A.Kenneth Buttrey et ux
Address: 934 Woodslake Drive
Madison, Tennessee

Send Tax Notices to:
A. Kenneth Buttrey et ux
Address: 934 Woodslake Drive
Madison, Tennessee

Map. 34-4
Par. 9-16
PCW

Installment Deed

BOOK 4239 PAGE 53

FOR AND IN CONSIDERATION of the sum of TEN THOUSAND THREE HUNDRED FIFTY AND NO/100----------($10,350.00) -------*Dollars,*

of which TWO THOUSAND FIVE HUNDRED AND NO/100----------

----------($2,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100----------($7,850.00) ------*Dollars,*

the grantees, hereinafter named

have executed

their one joint promissory note of even date herewith in the original principal amount of $7,850.00, payable to the order of Thomas S. Burnette, Jr., and wife, Mary C. Burnette, in 18 equal monthly installments, including principal and interest at the rate of 6% per annum,

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, We, THOMAS S. BURNETTE, JR., AND WIFE, MARY C. BURNETTE, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said A. KENNETH BUTTREY AND WIFE, T. DELORES BUTTREY, herein called the grantees, their

(~~successors~~), *heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lots Nos. 23 and 24 on the Plan of North Hill Estates, Section 3, as of record in Book 3842, page 185, Register's Office for said County.

Said Lot No. 23 is described as follows: Beginning at a point in the northeasterly margin of Northside Drive, corner of Lots Nos. 22 and 23; thence with the line between said two lots, northeastwardly 228.4 feet to a point, corner of Lots Nos. 22, 23 and 24; thence with the line between Lots Nos. 23 and 24, southeastwardly 179.5 feet to a point in the northwesterly margin of East Hill Drive; thence with said margin, southwestwardly 210.0 feet to the beginning of a curve having a radius of 25 feet; thence with said curve, westwardly 39.27 feet to a point in the northeasterly margin of said Northside Drive; thence with said margin, northwestwardly 155 feet to the point of beginning.

Said Lot No. 24 fronts 180 feet on the northwesterly side of East Hill Drive and extends back 303.5 feet on the northeasterly line and 329.3 feet on the southwesterly line, being a broken line, to a line in the rear on which it measures 64.05 feet.

(This instrument was prepared by James A. Lesemann, Attorney at Law, 320 Gallatin Road, Madison, Tennessee.)

Being part of the same property conveyed to Thomas S. Burnette, Jr., and wife, Mary C. Burnette, by deed from Thomas S. Burnette, a widower, of record in Book 3808, page 269, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants, setback lines and easements as shown of record.

This is unimproved property, known as **Lot #23 on Northside Drive, and Lot #24 on East Hills Drive, Madison, Davidson County, Tennessee.**

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $10,350.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Thomas S. Burnette Jr.
Affiant

Subscribed and sworn to before me this the 28 day of May 1968

James A. Lesemann
Notary Public

Commission Expires: 4-14-71

JAMES A. LESEMANN NOTARY PUBLIC AT LARGE TENNESSEE

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantees, their ~~successors~~, *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,* except as stated herein.

We, / the said grantors, *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, 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 $insurable / value *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 16 *day of* ~~April~~ May, 19 68.

Thomas S. Burnette Jr.
(Thomas S. Burnette, Jr.)

Mary C. Burnette
(Mary C. Burnette)

A. Kenneth Buttrey
(A. Kenneth Buttrey)

T. Delores Buttrey
(T. Delores Buttrey)

STATE OF TENNESSEE }
COUNTY OF Davidson }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Thomas S. Burnette, Jr., and wife, Mary C. Burnette; A. Kenneth Buttrey and wife, T. Delores Buttrey; *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 Madison, Tennessee, *this* 16 *day of* ~~April~~ May, 19 68.

Nancy B. Haigh *Notary Public*

Commission expires MY COMMISSION EXPIRES APRIL 28, 1969

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF _____

COUNTY OF _____

Personally appeared before me, _____, *a Notary Public in and for said County and State,* _____

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

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

_____ *Notary Public*

Commission expires _____

STATE OF TENNESSEE

COUNTY OF _____

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 corporation by* _____ *self as* _____.

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

_____ *Notary Public*

Commission expires _____

17953

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 29 4 56 PM '68

NOTE BOOK 118 PAGE 818
RECORDING FEE $ 6.00
DEP. REG. R

STATE TAX $ 26.78
PROBATE .50
TOTAL $ 27.28

MAY 29 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 5.80
PROBATE ~~.50~~
TOTAL $ 5.80

MAY 29 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

THOMAS S. BURNETTE, JR., ET UX

TO

A. KENNETH BUTTREY ET UX

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

Mail to: Burnette Realty Co.
101 Elmwood Circle
Madison, Tenn.