This Instrument was prepared by
RUTHERFORD, CROCKETT, GUENTHER,
306 Nashville Bank and Trust Bldg.,
Nashville, Tennessee 37201

BOOK 4341 PAGE 940

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edward H. Stracener, Jr., et ux	Edward H. Stracener, Jr., et ux	Map 48
(NAME:) Eaton's Creek at McCool Road	(NAME:) Eaton's Creek at McCool Road	P/O Par 51
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn., 37218	Nashville, Tenn. 37218	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($5000.00) - - - - - - - - - - - Five Thousand & 00/100 - - - - - - - - - - - *Dollars, of which* ($200.00) - - - - - - - - - - - Two Hundred & 00/100 - - - - - - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ($4800.00) - - - - - - - - - - - Forty-eight Hundred & 00/100 - - - - - - - - - - - *Dollars,*

Edward H. Stracener, Jr., and wife, Iris J. Stracener, *have executed* an installment deed promissory note in the sum of $4800.00 of even date payable to the order of David C. Rutherford and wife, Linda R. Rutherford, as follows: $200.00 will be paid in monthly installments beginning June 5, 1969 until a total of $750 has been paid. This includes the initial installment paid in cash at the time the contract was executed. The balance of $4250.00 will then be paid in $50.00 monthly installments, which includes both principal and interest at 8% per annum, and to be paid on the 5th day of each month thereafter until paid in full at the office of David C. Rutherford, 306 Nashville Bank and Trust Building, Nashville, Tennessee,

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, David C. Rutherford and wife, Linda R. Rutherford,

have this day bargained and sold, and do hereby transfer and convey unto the said Edward H. Stracener, Jr. and wife, Iris J. Stracener, their

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point on the easterly margin of Eaton's Creek Road at the northwest corner of the property conveyed to Warren L. Bolin, Sr. and wife by deed from David C. Rutherford and wife of record in Book 4291, page 845, Register's Office for said County; thence with the easterly margin of said Eaton's Creek Road north 59° east 230 feet to the southwest corner of the property conveyed to Johnny T. Baskin and wife by deed from David C. Rutherford and wife of record in Book 4264, page 416, said Register's Office; thence with Baskins southern boundary line eastwardly 570 feet more or less to Baskins southeast corner; thence southwardly 330 feet, more or less, to Bolin's northeast corner; thence with Bolin's northern boundary line westwardly 570 feet, more or less, to the beginning, containing 3 acres, more or less.

Being part of the same property conveyed to David C. Rutherford and wife, Linda R. Rutherford, by deed from David Rudolph Holt of record in Book 4037, page 283, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 5000.00

Subscribed and sworn to before me, this the 5th day of June 19 69

Affiant

My commission expires: Nov 4 1972

(Affix Seal)

Notary Public

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward H. Stracener, Jr. and wife, Iris J. Stracener, 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.*

W *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edward H. Stracener, Jr. and wife, Iris J. Stracener, 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 Edward H. Stracener, Jr. and wife, Iris J. Stracener, *hereinafter referred to as trustors, hereby transfer and convey unto* James P. Guenther, *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 Registers 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.

Witness our *hand* S *this* fifth *day of* June, *19* 69 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

David C. Rutherford

Linda R. Rutherford

Edward H Stracener Jr

Iris J. Stracener

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, William T. Rutherford Jr., *a Notary Public in and for said County and State,* David C. Rutherford and wife, Linda R. Rutherford, and Edward H. Stracener, Jr. and wife, Iris J. Stracener,

the within named bargainorS, 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* 12 *day of* June, *19* 69

William T. Rutherford Jr., *Notary Public*

Commission expires Nov. 1, 1972

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $ 5000.00

Subscribed and sworn to before me this 13 day of June 69

Deputy Register

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*

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

Notary Public

Commission expires .....

JUN 13 68 CONV A* 5,000.00
JUN 13 68 MORT'G A* 4,800.00
JUN 13 68 S TAX A* 13.00
JUN 13 68 S TAX A* 2.80
JUN 13 68 PRFEE A* .50
JUN 13 68 W DEED A* 3.00 * 19.30

INSTALLMENT DEED

FROM David C. Rutherford, et ux

TO Edward H. Stracener, Jr., et ux

A 44294

IDENTIF. REFERENCE

JUN 13 10 17 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Please Mail to Newowner
713 McGavock Pike Rd.