This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

Installment Deed

GTC-208159

BOOK 4434 PAGE 164

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr/Mrs Earl C. Sutton	new owners	
(NAME)	(NAME)	
Goodlettsville, Tenn.	same	Field Book No.
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Part Of: 10D-30030
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND ($18,000.00) *Dollars,* *of which* FIVE THOUSAND FOUR HUNDRED ($5,400.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWELVE THOUSAND SIX HUNDRED * ($12,600.00) *Dollars,*

Earl C. Sutton and wife, Audrey M. Sutton, have executed their two joint and several promissory notes, of even date herewith, in the total principal sum of $12,600.00, payable as follows: one note in the principal sum of $6,300.00, payable to the order of Wilma Parker in monthly installments of $76.44 each, to be applied first to interest at 8% per annum and then to the reduction of principal, beginning August 22, 1970, and a second note for $6,300.00, payable to the order of A. J. Parker in monthly installments of $76.44 each, to be applied first to interest at 8% per annum and then to the reduction of principal, beginning August 22, 1970, and both payments to continue on the same day of each succeeding month until the total of principal and accrued interest is paid,

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,

A. J. PARKER and wife, WILMA PARKER,

have this day bargained and sold, and do hereby transfer and convey unto the said

EARL C. SUTTON and wife, AUDREY M. SUTTON,

their [illegible] *heirs and assigns,*

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

Land in the 10th, formerly the 20th, Civil District of Davidson County, Tennessee, being Tracts One and Two on the "Survey of the A. J. Parker et ux Property" made by G. Barry Greer, Registered Surveyor, dated June 22, 1970, Drawing Number 37-70, described partly according to said survey as follows:

TRACT ONE: Beginning at a point on the northerly side of Dry Creek Road, said point being in the easterly line of the property conveyed to H. S. White and wife by deed from Richard A. Fitzgerald and wife of record in Book 4205, page 988, Register's Office for said County; thence with said Whites easterly line, north 2°00' east 680 feet to a point; thence with said Whites northeasterly line, north 27°45' west 405 feet and north 30°00' west 490 feet to a point in Harvey Harris' southeasterly line; thence with said Harris' southeasterly line, north 54°00' east 535 feet to a point in the southerly line of the property conveyed to Charles A. Heist, Jr., and wife by deed from Hubert W. Hardcastle and wife of record in Book 2040, page 185, said Register's Office; thence with said Heist's southerly line, south 87°00' east 990 feet, more or less, to the most northerly common corner of Tracts One and Two on said survey; thence with the line between said tracts one and two, south 4°45' west 1,775 feet, more or less, to a stake on the northerly side of Dry Creek Road; thence with the northerly side of said

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,000.00

Subscribed and sworn to before me, this the 22nd day of July, 19 70

My commission expires July 26, 1970 (Affix Seal)

Earl C. Sutton AFFIANT

Reau E. Folk, Jr. Notary Public

Dry Creek Road, westerly 840 feet to the point of beginning, containing 42 acres, more or less.

TRACT TWO: Beginning at a stake on the northerly side of Dry Creek Road, said stake being located easterly 840 feet along the northerly margin of said Road from the easterly line of the property conveyed to H. S. White and wife by deed from Richard A. Fitzgerald and wife of record in Book 4205, page 988, said Register's Office, said stake also being located at the most southerly common corner of Tracts One and Two on said survey; thence with the northerly side of said Road easterly and southeasterly 310 feet to a stake at the most southerly common corner of Tracts Two and Three on said survey; thence with the line between said Tracts Two and Three, north 25°48' east 1,505 feet, more or less, to the most westerly common corner of the property devised to Lena Foutch Malone Heighers under the will of M. B. Foutch, deceased, of record in Book 3102, page 515, said Register's Office, and the property conveyed to Elmo C. Pemerton and wife by deed from James H. Miller and wife of record in Book 2448, page 71, said Register's Office; thence with said Heighers westerly line, north 1°00' east 495 feet to a point in the southerly line of the property conveyed to Charles A. Heist, Jr., and wife by deed from Hubert W. Hardcastle and wife of record in Book 2040, page 185, said Register's Office; thence with said Heist's southerly line, north 87°00' west 790.5 feet to a stake located at the most northerly common corner of said tracts One and Two; thence with the line between said Tracts One and Two, south 4°45' west 1,775 feet, more or less, to the point of beginning, containing 28 acres, more or less.

Being part of the property conveyed to A. J. Parker and wife, Wilma Parker, by deed from G. C. Irwin and wife of record in Book 1940, page 564, and by deed of correction of record in Book 2088, page 260, said Register's Office.

The Grantors herein reserve for themselves the use of and the benefit of any crops from a garden located on said Tract One, together with the rights of ingress and egress relative thereto, such rights with respect to said garden terminating with no further action on the part of said Grantors on December 31, 1970.

unimproved ( )
This is improved (X) 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 Earl C. Sutton and wife, Audrey M. Sutton, their ~~xxxxxxx~~, *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 for 1970 Taxes, which have been prorated, and except for the reservations for crops and water rights shown herein.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Earl C. Sutton and wife, Audrey M. Sutton, their ~~xxxxxxx~~, *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 Earl C. Sutton and wife, Audrey M. Sutton, *hereinafter referred to as trustors, hereby transfer and convey unto* Jerry Garrett, *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.

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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 22nd *day of* July, *19* 70

A J Parker

Wilma Parker

Earl C Sutton

Audrey M. Sutton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Reau E. Folk, Jr. *a Notary Public in and for said County and State,* A. J. Parker and wife, Wilma Parker and Earl C. Sutton and wife, Audrey M. Sutton, *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* 22nd *day of* July, *19* 70.

REAU E. FOLK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Reau E. Folk, Jr. *Notary Public*

Commission expires July 26, 1970

A well located on said Tract One is presently serving the A. J. Parker home place located on the northerly part of Tract Five on said survey, the said Tract Five lying to the south on the southerly side of Dry Creek Road and hereinafter described.

The Grantors herein reserve for themselves and the future owners of said tract Five the right to continue the use of water from said well, together with an easement to and from said well for the purpose of keeping the water line in repair. The said water rights and easement to continue until another source of water can be obtained or until August 1, 1975, whichever event first occurs.

TRACT FIVE: Beginning at a point on the southerly side of Dry Creek Road, said point being located easterly 415 feet along the northerly side of said Road from the easterly line of the property conveyed to James Williams Jones and wife by deed from Charles B. MacMillan and wife of record in Book 2878, page 311, said Register's Office, said point also being the most northerly common corner of Tracts Four and Five on said survey; thence along the southerly side of said Road, easterly and southeasterly 630 feet to the most northerly common corner of Tracts Five and Six on said survey; thence with the line between said Tracts Five and Six, south 16°03' west 1,555 feet, more or less, to a point in the northeasterly line of the first tract described in the deed from E. W. Parrish and wife to Leona W. Hardy of record in Book 2096, page 77, said Register's Office; thence with said Hardy's northeasterly line as follows: north 33°00' west 153.45 feet, north 26°30' west 77.55 feet, north 21°30' east 150.15 feet, north 58°30' west 89.1 feet and south 75°30' west 112.2 feet to the most southerly common corner of said Tracts Four and Five; thence with the line between said Tracts Four and Five north 2°55' east 1,255 feet, more or less, to the point of beginning, containing 14.8 acres, more or less.

JUL 27 70	CONV	18,000.00				
JUL 27 70	MORT'G	12,600.00				
JUL 27 70	S'TAX		A*	46.80		
JUL 27 70	S'TAX		A*	10.60		
JUL 27 70	PR'FEE		A*	.50		
JUL 27 70	W'DEED		A*	6.00	*	63.90

INSTALLMENT DEED
REF:hs

FROM
A. J. PARKER and wife

TO
EARL C. SUTTON

A 8 4 8 9 7

IDENTIF. REFERENCE

JUL 27 12 06 PH '70

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

File Room Desk