Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Jerry D. Nelson (NAME)	Same (NAME)	Map 97
Dodson Chapel Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/O Par. 7
Hermitage, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

---Forty-one Thousand Fifty and no/100 ($41,050.00)---------- *Dollars,*

of which

---Eight Thousand Five Hundred and no/100 ($8,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

---Thirty-two Thousand Five Hundred Fifty and no/100 ($32,550.00) *Dollars,*

Jerry D. Nelson and wife, Eloise K. Nelson,

have executed

Their Installment Deed Note payable in twenty (20) semi-annual installments, being due June 1 and December 1 of each year, beginning June 1, 1972, with interest thereon at the rate of six (6%) per cent per annum, payable semi-annually commencing June 1, 1971,

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, Lucile W. Connor,

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

Jerry D. Nelson and wife, Eloise K. Nelson, their

(successors), heirs and assigns,

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

Land in the 4th Civil District of Davidson County, Tennessee, described according to a survey made February 1, 1971, as follows:

Beginning on an iron pipe in the east boundary of Dodson Chapel Road and being 105 feet north of the southwest corner of a concrete monument at the intersection of the east boundary of Dodson Chapel Road and the north boundary of I-40 Highway and runs as follows: north 11° 02' west 240 feet with the east boundary of Dodson Chapel Road to an iron pipe; north 6° 42' west 237 feet with the east boundary of road to a concrete monument; north 3° 38' west 155 feet with east boundary of road to a concrete monument; south 86° 56' west 17 feet with the end of the new Dodson Chapel Road to a monument in the east boundary of old road; north 3° 04' west 206 feet with a fence at the east boundary of Dodson Chapel Road to an iron pipe on the south line of the Nelson tract (7.1); north 87° 00' east 832 feet with the south boundary of the Nelson tract to an iron pipe; north 3° 00' west 307 feet with the east boundary of the Nelson tract to an iron pipe (northeast corner of Nelson tract); north 87° 00' east 349.4 feet severing the lands of Conner to an iron pipe in the fence; south 00° 02' east 416 feet with the fence to the east corner of a concrete monument in the north boundary of I-40 Highway;

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 41,050.00

Affiant

Subscribed and sworn to before me, this the 4th day of March 1971

Notary Public

My commission expires: Sept. 12, 1973
(Affix Seal)

This instrument prepared by James L. Vance Barry, Attorney,
700 American Trust Building, Nashville, Tennessee

south 47° 46' west 200 feet with the north boundary of I-40 Highway, being a line 1 foot north of and parallel to the highway fence, to an iron pipe; south 49° 18' west 800 feet with the north boundary of I-40 Highway, 1 foot north of and parallel to highway fence, to an iron pipe; south 50° 16' west 207.4 feet with the north boundary of I-40 Highway, 1 foot north of and parallel to highway fence to an iron pipe in an old fence and 1 foot north of I-40 Highway fence; north 87° 37' west 138.5 feet with an old fence to the beginning, containing 16.42 acres, more or less.

Being part of the property conveyed to Lucile W. Connor, by deed from W. J. Stephens, Trustee, of record in Book 2536, page 635, Register's Office for Davidson County, Tennessee.

The premises conveyed adjoin Interstate Highway 40, but no right of access is conveyed by this instrument.

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 Grantees, 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 taxes for the year 1971, which have been prorated.

I *further covenant and bind* myself, my *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 Jerry D. Nelson and wife, Eloise K. Nelson, ... *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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:*

~~Trustee, or the holder of the indebtedness secured hereby, may at any time after default in payment of any indebtedness secured hereby, or in the performance of any agreement contained herein, or any other instrument evidencing or securing said indebtedness, enter upon and take possession of said property or any part thereof, in person or by agent, with or without bringing any action or proceeding, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of said property, or the security intended to be afforded hereby, and may rent or lease said property or any part thereof for such time and upon such terms as it deems best, and may exercise any and all rights and powers of trustors with respect to said property, including the right to enforce, by appropriate judicial proceedings, the obligations of tenants thereunder; and may apply the income therefrom, after payment of all charges and expenses, on account of the indebtedness hereby secured, all in such order as beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.~~

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 now existing or hereafter erected on said property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards, casualties, and contingencies as 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, [illegible] 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, [illegible] 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 4th day of March, *19* 71

Lucile W. Connor

Irving D. Nelson

Elaine K. Nelson

B0661 1

IDENTIF. REFERENCE

MAR 4 1 32 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Imogene P. Etter, *a Notary Public in and for said County and State,* Lucile W. Connor

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

Witness my hand and official seal at Nashville, *Tennessee, this* 4th *day of* March, *19*71.

Imogene P. Etter, *Notary Public*

Commission expires Sept. 12, 1973

NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Imogene P. Etter, *a Notary Public in and for said County and State,* Jerry D. Nelson and wife, Eloise K. Nelson, *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* 4th *day of* March, *19* 71

Imogene P. Etter
Notary Public

Commission expires Sept. 12, 1973

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 corporation by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

Jerry D. Nelson et ux

TO

James I. Vance Berry, Trustee

MAR-[illegible] 71	CONV	41,050.00			
MAR-[illegible] 71	MORT'G	32,550.00			
MAR-[illegible] 71	S'TAX		A*	106.60	
MAR-[illegible] 71	S'TAX		A*	30.50	
MAR-[illegible] 71	PR'FEE		A*	.50	
MAR-[illegible] 71	W'DEED		A*	6.00	* 143.60

Compliments of

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