This instrument was prepared by Robert H.Polk, attorney, 711 Stahlman Building,Nashville,Tennessee,37201

Installment Deed

BOOK 4833 PAGE 424

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES UTLEY III	JAMES UTLEY III	13D 7540
(NAME:)	(NAME:)	
Hydes Ferry Road	Hydes Ferry Road	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37208	Nashville, Tennessee 37208	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nine-Thousand-Six-Hundred and One ($ 9,601.00) *Dollars,*

of which One ($ 1.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Nine-Thousand-Six-Hundred--- ($ 9,600.00) *Dollars,*

James Utley and wife Debra Utley, *has executed*

their one instalment deed note of even date Herewith in the principal amount of Nine-Thousand Six-Hundred-Dollars ($ 9,600.00) payable at the rate of Eighty-Dollars ($ 80.00) per month, plus interest at 10% per annum. The first instalment is due and payable on the first day of August,1974, and a similar amount is due on the first day of each succeeding month thereafter until the entire balance, principla and interest is paid in full. Said balance note is payable to James Utley and wife, Frances Utley.

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, James Utley and wife, Frances Utley

have this day bargained and sold, and do hereby transfer and convey unto the said James Utley III and wife, Debra C.Utley

their *(successors), heirs and assigns,*

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

Being the 13th, formerly 23rd Civil District of Said County, and described partly according to a survey made by George W.Watkins, Surveyor, dated December 6,1950, as follows;

BEGINNING at a point in the center of the Hydes Ferry Road at the northwest corner of the property conveyed to Florence Officer by deed from Jordan B. Kennedy,Jr., and wife, in Book 1427,Page 147; thence with said Officer's northerlyline, north 38-½ degrees east 40 feet to a post;thence continuing with said line along a fence line north 66 degrees 15 minutes east 156 feet to an iron pin in the southerly corner of the easterly part of the property conveyed to Henry Abernathy by deed from Jordan B.Kennedy,Jr.,and wife, in Book 1913,Page 95, Register's Office; thence with the southwesterly line of the easterly part of said Abernathy's property, north 30 degrees 15 minutes west 123 feet to an iron pin; thence with the southerly line of the westerly part of said Abernathy's property, South 58 degrees 30 minutes west 129.5 feet to an iron pin; thence continuing with said line, south 56 degrees 15 minutes west 85 feet to the east corner of the property conveyed to Henry Anthony by deed from Jordan B.Kennedy,Sr., and wife, in Book 2249, Page 203, thence with said Anthony's southeasterly line, southerly 11.7 feet to the northeasterly margin of said Pike; thence southerly 20 feet, more or less to the center of said Pike; thence with the center of said Pike,southeasterly 103 feet, more or less, to the beginning.

Including but excluding that property conveyed to The Board of Finance of the Cumberland Presbyterian Church by deed of record in Book 4334, Page 152, Register's office, described as follows:

BEGINNING at a point in the northeasterly margin of Old Hydes Ferry Road, at the southeasterly corner of the property conveyed to Henry Abernathy by deed in Book 2249, Page 204; thence along his southeasterly line, northeasterly 11.7 feet to a point; thence North 56 degrees 15 minutes East 85 feet to a point; thence North 58 degrees 30 minutes east 16 feet to a point; thence South 32 degrees 15 minutes west 104 feet to a point in the northeasterly margin of Old Hydes Ferry Road; thence with the same, North 57 degrees 45 minutes west 42 feet to the point of beginning.
Being part of the property vested in Jordan B.Kennedy,Jr., by will of Jordan B.Kennedy. deceased, of record in Will Book 40,Page 247, and by deed from Ira D.Kennedy and wife, in Book 651, Page 175, said Register's Office and the said Jordan B.Kennedy,Jr.,having since dies, and said property not vested in Mary C.Kennedy.

Being the same property conveyed to James Utley and wife, Frances Utley, by deed of record in Book 4599 page 18, Register's Office for said County.
The trust deed being of record in Book 4618,Page 891 Register's Office for said county.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $7,621.00 Affiant James Utley
Subscribed and sworn to before me this 4th day of July 1994
Deputy Register [illegible]

This is unimproved ( ) improved (X) property, known as Hydes Ferry Road, Nashville, Tennessee
(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 James Utley and wife, Debra Utley *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 by deed of trust of record in Book 4618,Page 891 Register's Office for ssid County, to M.G. Feguson,Trustee, to secure a certain note, on which the balance remains at $ 17,305.65, which is expressly assumed by the grantees.

further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Utley III,and wife,Debra C.Utley, 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 James Utley and wife, Frances Utley; and James Utley III and wife, Debra Utley, *hereinafter referred to as trustors, hereby transfer and convey unto* ROBERT H.POLK, *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 $ MAXIMUM /comprehensive *, 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.

BOOK 4833 PAGE 426

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 ~~2nd~~ 2nd *day of* July, *19* 74

C 6 2 6 1 6

IDENTIF. REFERENCE

JUL 11 2 25 PM '74

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

James Utley

Frances Utley

James Utley III

Debra C. Utley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ROLANDE R. DEMONBREUN, *a Notary Public in and for said County and State,* JAMES UTLEY and wife, FRANCES UTLEY; JAMES UTLEY III and DEBRA UTLEY

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 Davidson County, *Tennessee, this* 2nd *day of* July, *19* 74

Rolande R. Demonbreun *Notary Public*

Commission expires August 30, 1977

File In File Room
L-552-379-6

BOOK 4833 PAGE 427

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 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

JAMES UTLEY AND WIFE, ~~FRANCES UTLEY~~

TO

JAMES UTLEY III and wife,

DEBRA UTLEY

JUL 11 74	CONV	*9,601.00			
JUL 11 74	MORT'G	*9,600.00			
JUL 11 74	S'TAX		A*	24.96	
JUL 11 74	S'TAX		A*	7.60	
JUL 11 74	PR'FEE		A*	.50	
JUL 11 74	W'DEED		A*	8.00	* 41.06

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE