THIS INSTRUMENT PREPARED BY:
Seymour Samuels,Jr.,Attorney at Law
501 Union Street - Suite 701
Nashville, Tenn. 37219

# Installment Deed

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| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Mr. and Mrs. Dixon L. Northcutt | Mr. & Mrs. Dixon L. Northcutt | Map No. 100 |
| (NAME:) Route 5, Hill Road | (NAME:) Route 5, Hill Road | Parcel No. 29 |
| (STREET ADDRESS OR ROUTE NUMBER) Brentwood, Tenn. 37027 | (STREET ADDRESS) Brentwood,Tenn. 37027 | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Thirty Four Thousand and No/100 ---------- *Dollars,*

*of which* Six Thousand Eight Hundred and No/100 ---------- *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Twenty Seven Thousand Two Hundred and No/100 ---------- *Dollars,*

the grantees, Dixon L. Northcutt and wife, Isabel Easley S. Northcutt

*have executed*

and delivered their joint and several promissory note of even date herewith payable in equal installments, including interest at the rate of 10% per annum, over a five year period, in the principal amount of $27,200.00.

*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,* Ethel W. Lutin, a widow,

has / does

*~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said* Dixon L. Northcutt and wife, Isabel Easley S. Northcutt, their

*(successors), heirs and assigns,*

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

A tract of land in the 12th District of Davidson County, Tennessee, bounded as follows:
Beginning at a white walnut and stake in a field on east side of Pond Creek and about 20 feet west of the Pond Creek road it being the southwest corner of the Cheatham tract now owned by the American Bank and runs thence south 3 1/2 degrees W. 31.6 poles to a beech corner, being the N.W. corner of the Brown tract, thence south 88 degrees E. 44 1/2 poles to a white oak, his N.E. corner; thence south 2 degrees W. 66-3/4 poles to a pile of rocks and pointers, W.S. Coxes north line; thence south 88 degrees E. 20 poles, south 84 1/2 degrees E. 68.8 poles with his line to a chestnut oak, his N.E. corner; thence south 2 1/2 degrees W. 60 poles and with old marked line 60 poles to a rock and beech pointers 2 poles north of a branch; thence east up the branch 62 poles to a flat rock and rock pile in the ridge road 2 poles north of Kings Orchard fence; thence with the said ridge north 151 poles to a chestnut oak and black oak in south line of the Cheatham tract a dogwood corner; thence north 87 1/2 degrees W. along with an old marked line of said tract 186 poles to the beginning, contains 120 acres the same, more or less.

Being E.W.L. ~~part~~ of the same property coneyed to J. J. Lutin and wife, Ethel Lutin by deed from M. E. Bragg, of record in Book 1628, page 583, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 34,000.00

Affiant

Subscribed and sworn to before me, this the 28th day of July, 1978

Notary Public

My commission expires: 6-22-81

(Affix Seal)

| | | | | | |
|---|---|---|---|---|---|
| JUL 19 78 | CONV | 34,000.00 | | | |
| JUL 19 78 | MORT'G | 27,200.00 | | | |
| JUL 19 78 | S'TAX | | B* 88.40 | | |
| JUL 19 78 | S'TAX | | B* 25.20 | | |
| JUL 19 78 | PR'FEE | | B* .50 | | |
| JUL 19 78 | T'DEED | | B* 6.00 | * | 120.10 |

unimproved (X)
This is improved ( ) property, known as Pond Creek Road (House Number) (Street) Nashville, Tennessee 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* Dixon L. Northcutt and wife, Isabel Easley S. Northcutt, 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.* However, the grantor, Ethel W. Lutin, makes no representations, warranties or covenants relating to encroachments, boundary line disputes or any other matters which would be disclosed by an accurate survey and inspection of the premises; and the grantor disclaims any liability therefor.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dixon L. Northcutt and wife, Isabel Easley S. Northcutt, their *(successors), heirs and assigns, against the lawful claims of all persons,* with the exceptions stated in this deed.

*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* Dixon L. Northcutt and wife, Isabel Easley S. Northcutt *hereinafter referred to as trustors, hereby transfer and convey unto* Seymour Samuels, 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 $ ....., 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* 18 *day of* July, *19* 78

Ethel W. Lutin

Dixon L. Northcutt

Isabel Easley S. Northcutt

E 7769 2

IDENTIF. REFERENCE

Jul 19 11 21 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Annie G. Smith, *a Notary Public in and for said County and State,* Ethel W. Lutin, Dixon L. Northcutt, and Isabel Easley S. Northcutt

*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* 18th *day of* July, *19* 78

ANNIE G. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Annie G. Smith *Notary Public*

*Commission expires* 8-11-79