HIS INSTRUMENT PREPARED BY:
harles C. Morrow, Attorney
221 Nolensville Rd., Nash., TN 37211

Installment Deed

BOOK 5460 PAGE 992

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Samuel L. Birchett, et ux	Same	173 - 84
(NAME): 4276 Samoa Drive	(NAME):	Part of
(STREET ADDRESS OR ROUTE NUMBER): Hermitage, TN 37076	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Six Thousand Three Hundred Seventy-One and no/100----------($6,371.00)----- *Dollars,*

of which One and no/100----------

----------($1.00)--- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand Three Hundred Seventy and no/100----------($6,370.00)--- *Dollars,*

the Grantees *have executed* their joint promissory note payable to the Grantor in four (4) installments as follows: On June 1, 1980, the sum of $1,998.59, then on the 1st of June thereafter for three (3) consecutive years, a like amount until the entire principal and interest, at the rate of 8 1/2 per annum, has been paid. Each installment of $1, 998.59 includes both principal and interest.

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, Ruth P. Stephens

have this day bargained and sold, and do hereby transfer and convey unto the said Samuel L. Birchett and wife, Mary Ann Birchett, one half as tenants by the entirety the other half to Virginia R. Birchett, their *(successors), heirs and assigns,*

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

TRACT #1:
BEGINNING at an iron pin on the North margin of an existing fifty foot right-of-way, this right-of-way being Tract #2 hereinafter described; thence with the North margin of said right-of-way, North 89 deg. 32 min. 47 sec. West, 121.23 ft. to an iron pin, thence with a curve to the left, delta of 57 deg. 37 min. 53 sec., radius of 143.75 feet a distance of 169.74 feet to an iron pin, thence South 32 deg. 49 min. 18 sec. West, 142.69 ft. to an iron pin, then with a curve to the right delta of 63 deg. 20 min. 14 sec. radius of 129.69a distance of 115.73 ft. to an iron pin, then North 83 deg. 50 min. 29 sec. West, 244.59 ft. to an iron pin then leaving right-of-way, North 04 deg. 54 min. 37 sec. East, 437.60 ft. to the center of Mill Creek, thence with said center, North 79 deg. 36 min. 23 sec. East, 386.60 ft., North 71 deg. 24 min. 43 sec. East, 278.32 ft., thence leaving creek, with the West line of Saad, South 00 deg. 23 min. 37 sec. East passing an iron pin at 47.6 ft., in all a distance of 377.14 ft. to the beginning; containing 6.37 acres more or less, and being a part of Book 1555, page 8, Fifth Civil District, Davidson County, Tennessee.

TRACT #2:
BEGINNING at a point in the west right-of-way line of Pettus Road, which point is 156.90 ft. South of the common corner of George Stephens and E. Saad. Then North 83 deg. 49 min. 42 sec. West 215.41 feet (CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $6,371.00

Affiant

Subscribed and sworn to before me this the 12 day of June, 1979

Notary Public

My commission expires: Oct 6, 1980 (Affix Seal)

(PROPERTY DESCRIPTION CONTINUED)

to a point. Thence North 61 deg. 42 min. 38 sec. West 397.96 ft. to a point, thence North 60 deg. 12 min. West 99.61 ft. to a point, thence North 52 deg. 47 min. 43 sec. West 119.80 ft. to a point, thence South 73 deg. 57 min. 09 sec. West 211.46 ft. to a point, thence North 89 deg. 32 min. 42 sec. West 200.29 ft. to a point. This line being the Southern boundary line of the Ellis Saad 10.18 acres which have been previously conveyed by the Grantor herein. Thence continuing North 89 deg. 32 min. 47 sec. West 121.23 ft. to a point, said point being the beginning of a curve to the left. Thence South 180 deg. approximately 50 ft. to a point, which point is the return of said curve as shown by an unrecorded survey made by Perry A. Chappelaine, Jr., dated May 12, 1979. Thence South 89 deg. 32 min. 47 sec. East 121.98 ft. to a point. This point being the common corner of the Northwest corner of Mark Stephens and the Grantor. Thence South 89 deg. 32 min. 42 sec. East 206.80 ft. to a point. Thence North 73 deg. 57 min. 09 sec. East 193.64 ft. to a point, thence South 52 deg. 47 min. 43 sec. East 97.97 ft. to a point, thence South 60 deg. 12 min. East 103.50 ft. to a point, thence South 61 deg. 42 min. 38 sec. East 408.39 ft. to a point, thence South 83 deg. 49 min. 42 sec. East 225.10 ft. to a point, thence with the same line and bearing continuing 38.15 ft. to a point in the West right-of-way line of Pettus Road, thence North along said right-of-way 50 ft. to the point of beginning. This Tract #2 is a 50 ft. strip which lies between the property of Mark Stephens and that of the Ellis Saad and contains 1.57 acres more or less. The Grantor herein reserves for herself, her heirs and assigns, a right-of-way for ingress and egress over this strip from Pettus Road to her adjoining property which borders on the West side of the property herein conveyed. **

BEING a part of the same property conveyed to Ruth P. Stephens and Eugene T. Stephens, by installment deed of record in Book 1555, page 8, Register's Office of Davidson County, Tennessee. The said Eugene T. Stephens having since died.

This is unimproved (XX) 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 Samuel L. Birchett and wife, Mary Ann Birchett and Virginia R. Birchett *their (successors), heirs and assigns forever.* I *covenant that* 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.*

**The Grantees hereby agree to dedicate Tract #2 for a public road when Grantor sells the remaining property lying and joining Grantees property.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Samuel L. Birchett and wife, Mary Ann Birchett, Virginia R. Birchett *(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 Charles C. Morrow, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto ....., 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 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 22 *day of* June, *19*79.

F-38546

IDENTIF. REFERENCE

JUL 6 1 23 PM '79

FELIX Z. H.S. REGISTER
DAVIDSON COUNTY, TENN.

Ruth P. Stephens

Samuel L. Birchett

Mary Ann Birchett

Virginia R. Birchett

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Samuel L. Birchett and wife, Mary Ann Birchett and Virginia R. Birchett and Ruth P. Stephens

*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* 22 *day of* June, *19* 79

Ruth G. Witt
Notary Public

NOTARY PUBLIC

Commission expires 4-18-82

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5460 PAGE 995

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

6371.00- CO
6370.00- MO
16.64 CO TX
4.40 MO TX
.50 PRFEE
5.00 WDEED
CHECK 30.54-
4502A07/06/79 BAL .0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 38546

IDENTIF. REFERENCE

JUL 6 1 23 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 695287