CHULMAN, ... P. O. BOX 220...

Installment Deed

BOOK 5509 PAGE 206

6243 - 10/03 | 56.25 CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Scott F. Cranford	Same	127-55
(NAME:)	(NAME:)	
3634 Estes Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-One Thousand Six Hundred and 00/100 ($41,600.00)----------*Dollars, of which* Seven Thousand and 00/100 ($7,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Scott F. Cranford has executed an Installment Deed Note in the original principal amount of ~~XXXXXX~~ *Dollars,* Thirty-Four Thousand Six Hundred and 00/100 ($34,600.00) Dollars payable to the order of Willie K. Davis, Trustee, payable in seven ~~XXXXXXXXX~~ *executed* (7) equal annual installments with interest at an annual rate of nine (9%) percent, said installments of Six Thousand Eight Hundred Seventy-Five and 02/100 ($6,875.02) Dollars commencing the first day of March, 1980, and thereafter a like amount in six (6) annual installments payable on the anniversary date of the first installment,

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, Willie K. Davis, Trustee, with full power to transfer, convey, and sell without the joinder of beneficiary,

have this day bargained and sold, and do hereby transfer and convey unto the said Scott F. Cranford (a married man), his

~~(successors)~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

See Exhibit "A" for a complete description of the property.

Easements for TVA as set out in instruments of record in Book 2249, Page 83, and Book 2296, Page 236, Register's Office for Davidson County, Tennessee, and as more particularly described by survey of Ragan-Smith & Associates, Inc., dated February 23, 1979.

All real property conveyed herein shall be known and described as residential and shall be used for this purpose only and shall be for single-family dwellings.

The real property may be subdivided into smaller lots but not more than one residence building may be maintained on any lot at any one time unless approved by the Planning Commission of the Metropolitan Government of Nashville and Davidson County, Tennessee.

No residence shall be erected on the parcel or such subdivided lots which shall not have at least 1,400 square feet of floor space devoted to the living area with a two-car garage or carport attached thereto on an one-floor residence.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $41,600.00

Subscribed and sworn to before me, this the 12th day of March 19 79

Affiant

My commission expires: 6-3-81 (Affix Seal)

Notary Public

No objectionable nor offensive trade shall be carried on upon any parcel or subdivided lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

No trailer, basement, tent, shack, or barn shall be erected upon said parcel or any subdivided lot for residential purposes either temporary or permanent and no residence of a temporary character shall be permitted. No structure shall be built or be moved onto said parcel or any subdivided lot unless it shall conform to and be in harmony with existing structures.

All buildings erected on said parcel or any subdivided lot thereof and any building setback lines and all other lines shall conform to the zoning regulations of the Metropolitan Government of Nashville and Davidson County, Tennessee.

Marcella Cranford, wife of Grantee, herein joins in this conveyance solely for the purpose of conveying any rights she may have in said property arising out of her marital status.

This is unimproved (X) improved ( ) property, known as Highway 70-S, Route 2, 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 Scott F. Cranford, his ~~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 as hereinabove set forth and for taxes for the year 1979 which are a lien but not yet due and payable which have been prorated and which Grantee herein agrees to assume and pay.

I *further covenant and bind* myself, my successors *heirs and representatives, to warrant and forever defend the title to said real estate to said* Scott F. Cranford, his ~~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 Scott F. Cranford *hereinafter referred to as trustors, hereby transfer and convey unto* John A. Gupton, III, *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 $41,600.00, *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 12th *day of* March, *19*79.

F. 5 5 8 4 0 DAVIDSON T
IDENTIF. REFERENCE
OCT 3 3 57 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Willie K. Davis, Trustee

Scott F. Cranford

Marcella Cranford

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ KNOX

Personally appeared before me, Barbara C. Wilks, *a Notary Public in and for said County and State,* Marcella Cranford

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 Knoxville, *Tennessee, this* 12th *day of* March, *19*79.

BARBARA WILKS NOTARY PUBLIC KNOX TENN.

Barbara C. Wilks *Notary Public*

Commission expires 12-14-1981

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Anne G. Smith, *a Notary Public in and for said County and State,* Scott F. Cranford

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

Witness my hand and official seal at Nashville, Tennessee, *this* 12th *day of* March, *19* 79

Anne G. Smith *Notary Public*

Commission expires 6-2-81

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 ....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Anne G. Smith, a Notary Public in and for said County and State, Willie K. Davis, Trustee, 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 12th day of March, 1979.

Anne G. Smith
Notary Public

My Commission Expires: 6-2-81

INSTALLMENT DEED

FROM
WILLIE K. DAVIS, TRUSTEE

TO
SCOTT F. CRANFORD

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

EXHIBIT "A"

DESCRIPTION

A tract of land in the Second, formerly Ninth, Civil District of Davidson County, Tennessee, being a part of Parcel 55 on Metropolitan Property Map 127, and being more particularly described as follows:

BEGINNING at an iorn pin on the northerly right-of-way of the Memphis-Bristol Highway (U.S. 70-S), said pin being 30 feet north of the centerline of said highway. To reach this pin from the southeasterly corner of Lot 27, Merrymount Acres, Book 3700, Page 17, follow the right-of-way of said highway South 55° 34' 33" East a distance of 502.68 feet, the beginning of a curve; thence, with a curve to the right, having a radius of 984.8 feet, a distance of 299.96 feet to the point of beginning, said iron pin; thence, severing the land of which this is a part, North 48° 56' 17" East 451.28 feet to an iron pin set; thence, North 43° 22' 05" East 488.69 feet to an iron pin set in a fence line; thence, North 63° 56' 46" East 211.32 feet generally with an old fence to an iron pin set; thence, continuing with the fence, North 51° 25' 10" East 167.30 feet to an iron pin set; thence, North 52° 07' 51" East 159.90 feet to an iron pin set; thence, North 51° 06' 20" East 213.54 feet to an iron pin set; thence, North 52° 08' 41" East 168.13 feet to an iorn pin set; thence, North 48° 07' 15" East 105.55 feet to an iorn pin set in the west line of Walton Construction Company property as evidenced in Deed Book 4539, Page 186; thence, South 8° 45' 07" West 240.00 feet with the west line of Walton Construction Company property to an iron pin set at base of fence corner post, the southeast corner of the Walton Construction Company property; thence, South 86° 35' 45" East 450 feet with the south line of Walton Construction Company property to an iron pin set; thence, South 61° 03' 19" West 551.00 feet severing the land of which this tract is a part to an iron pin set in a fence; thence, South 4° 34' 59" West 578.76 feet generally with a fence to a nail in the root of a 36-inch oak tree; thence, South 89° 17' 52" West 746.45 feet to an iron pin; thence, North 87° 23' 32" West 166.63 feet to an iron pin set; thence, South 48° 56' 17" West 482.28 feet to an iron pin set in the northerly margin of U.S. 70-S; thence, northwesterly with a curve to the left having a radius of 984.8 feet a distance of 202.75 feet (having a chord bearing of North 32° 15' 04" West a distance of 202.39 feet) to the point of beginning and containing 19.132 acres according to a survey by Ragan-Smith & Associates dated February 23, 1979.

BEING a part of the same property conveyed to Willie K. Davis, Trustee, with full power to sell, transfer, and convey without the joinder of beneficiary, by Quitclaim Deed from G. William Davis, Willie K. Davis, Charles F. Alexander, John R. Jones, and Shade Murray, Jr., of record in Book 4796, Page 95, Register's Office for Davidson County, Tennessee, and by quitclaim deed from Sara P. Alexander, Administratrix for the Estate of Charles F. Alexander, and John R. Jones, to Willie K. Davis, Trustee, of record in Book 5419, page 382, Register's Office for Davidson County, Tennessee.

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

RECEIVED OF _____ BOOK 5509 PAGE 211

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			41600.00- CO	
			34600.00- MO	
			108.16 CO TX	
			32.60 MO TX	
			.50 PRFEE	
			15.00 MISC	
			CHECK 196.26-	
6242A10/03/79			BAL .01	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5 5 8 4 0

IDENTIF. REFERENCE T

OCT 3 3 57 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 716411