This instrument prepared by
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

Installment Deed

BOOK 5509 PAGE 212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Scott F. Cranford	Same	127-55
(NAME:)	(NAME:)	127-54
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 Thirty-Eight Thousand Five Hundred Fifty-Two and 00/100 ($38,552.00)----------*Dollars,*

of which Three Thousand and 00/100 ($3,000.00)----------

----------*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 Thirty-Five Thousand Five Hundred Fifty-Two and 00/100 ($35,552.00)----------*Dollars,* payable to the order of Willie K. Davis, Trustee, in seven (7) equal annual installments with interest at an annual rate of nine (9%) percent per annum, said installments of Seven Thousand Sixty-Three and 79/100 ($7,063.79) Dollars commencing the first day of August, 1980, and ~~xxxxxxxxxx~~ thereafter a like amount in six (6) annual installments payable on the anniversary date of the first installment,

F.5584

IDENTIF. REFERENCE

OCT 3 4 00 PM '79

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

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.

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 a one-floor residence.

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 38,552.00

Subscribed and sworn to before me, this the 3rd day of October 19 79

Affiant

My commission expires:

(Affix Seal)

Notary Public

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.

Subject to Vendor's Lien retained in Deed from John Coleman Davis, Jr., and wife, Ruby Davis, to William Davis, John R. Jones, and Willie K. Davis, of record in Book 4751, Page 679, Register's Office for Davidson County, Tennessee, to secure the payment of one Note in the original principal amount of $135,500.44 payable as specified therein.

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.

unimproved (X) This is 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 ~~xxxx~~ *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 $ 38,552.00 *, or at least the maximum insurable valve, 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 3rd *day of* October, *19* 79.

Willie K. Davis, Trustee

Scott F. Cranford

Scott F. Cranford

Marcella Cranford

Marcella Cranford

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

Personally appeared before me, Barbara C. Wiles, *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* 3rd *day of* Oct., *19* 79.

Barbara C. Wiles, *Notary Public*

BARBARA C. WILES NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 12-14-1981

BOOK 5509 PAGE 215

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie F 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* 3rd *day of* October, *19*79

Annie F 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, Annie F 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 he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of October, 1979.

Annie F 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

TRACT 4

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, on the northerly side of U.S. 70-S (Memphis-Bristol Highway), being more fully described as follows:

Beginning at an iron pin on the northerly margin of U.S. 70-S at the southerly corner of a tract conveyed to Billy Waddey in Deed Book 5436, Page 504, Register's Office for Davidson County, Tennessee; thence, North 48° 56' 17" East a distance of 450.00 feet with the southerly line of Waddey property to an iron pin; thence, North 26° 29' 42" East a distance of 650.00 feet, passing the easterly corner of the Waddey lands at 300.00 feet and continuing severing the lands of Willie K. Davis 350.00 feet, more to an iron pin; thence, North 1° 39' 20" East a distance of 360.48 feet to an iron pin on the south bank of drain; thence, North 57° 02' 53" East a distance of 345.87 feet, generally with the drain, to an iron pin in the head of a hollow; thence, North 83° 37' 52" East a distance of 649.58 feet to an iron pin in the east line of the Walton Construction Company property as evidenced in Deed Book 4539, Page 186, Register's Office for Davidson County, Tennessee; thence, South 8° 45' 07" West a distance of 285.00 feet with Walton Construction Company's west line to an iron pin, the most northerly corner of a tract conveyed to Scott Cranford in Deed Book _____, Page _____, Register's Office for Davidson County, Tennessee; thence, South 48° 07' 15" West a distance of 105.15 feet with Cranford's northerly line to an iron pin; thence, continuing with Cranford's northerly line, South 52° 08' 41" West a distance of 168.13 feet to an iron pin; thence, South 51° 06' 20" West a distance of 213.54 feet to an iron pin; thence, South 52° 07' 51" West a distance of 159.90 feet to an iron pin; thence, South 51° 25' 10" West a distance of 167.30 feet to an iron pin; thence, South 63° 56' 46" West a distance of 211.32 feet to an iron pin; thence, South 43° 22' 05" West a distance of 488.69 feet to an iron pin; thence, South 48° 56' 17" West a distance of 451.28 feet to an iron pin on the northerly margin of U.S. 70-S, the westerly corner of Cranford's property; thence, northwesterly with a curve to the left having a radius of 984.8 feet and a central angle of 2° 54' 40" a distance of 50.03 feet with the northerly margin of Highway 70-S to the point of beginning and containing 586,680 square feet or 13.47 acres as per survey by Ragan-Smith & Associates dated August 13, 1979.

Being part of the same property conveyed to Willie K. Davis, Trustee, with full power to sell, transfer, and convey without joinder of any beneficiary, by 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. Sara P. Alexander, administratrix for the estate of Charles F. Alexander, and John R. Jones have quitclaimed their interests in exchange for release of obligations by simultaneous Quitclaim Deed of record in Book 5385, Page 973, Register's Office for Davidson County, Tennessee.

TRACT 6-A

A tract of land in the Second Civil District of Davidson County, Tennessee, on the north side of U. S. Highway 70-S, being more fully described as follows:

Beginning at an iron pin on the northerly margin of U.S. 70-S (Memphis-Bristol Highway) at the southwest corner of a 19.13-acre tract conveyed to Scott Cranford as evidenced in Deed Book _____,

Page ____, Register's Office for Davidson County, Tennessee; thence, North 48° 56' 17" East a distance of 482.28 feet with Cranford's line to an iron pin, a corner of Cranford's 19.13-acre tract; thence, South 87° 23' 32" East a distance of 166.63 feet with Cranford's line to an iron pin, a corner of Cranford's 19.13-acre tract; thence South 23° 54' 30" East a distance of 220.00 feet, severing the lands of Willie K. Davis, to an iron pin set; thence, South 50° 41' 59" West a distance of 654.34 feet, continuing to sever the lands of Willie K. Davis, to an iron pin on the northerly margin of U. S. 70-S (Memphis-Bristol Highway), thence, North 18° 41' 12" West a distance of 195.00 feet with the northerly margin of U. S. 70-S (Memphis-Bristol Highway) to an iron pin set, thence, with a curve to the left having a radius of 984.80 feet and central angle of 7° 40' 00", a distance of 131.77 feet with the northerly margin of U. S. 70-S (Memphis-Bristol Highway), to the point of beginning and containing 4.47 acres as per survey by Ragan-Smith & Associates dated July 31, 1979.

Being part of the same property conveyed to Willie K. Davis, Trustee, with full power to sell, transfer, and convey without joinder of any beneficiary, by 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. Sara P. Alexander, administratrix for the estate of Charles F. Alexander, and John R. Jones have quitclaimed their interests in exchange for release of obligations by simultaneous Quitclaim Deed of record in Book 5385, Page 973, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5509 PAGE 218

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
			38550.00-	CO
			35552.00-	MO
			100.36	CO TX
			33.60	MO TX
			.50	PRFEE
			18.00	WDEED
			CHECK	132.46-
6243A	10/03/79	BOL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 55841

IDENTIF. REFERENCE

OCT 3 4 00 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 716412