BOOK 5577 PAGE 261

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

JACK MILLER BATSON, SR., ET AL

**TO**

GEORGE M. JOHNSON, ET UX

For draftsman's use

PREPARED BY:
JOSEPH L. LACKEY, JR.
Attorney at Law
First American Center
Nashville, TN 37238

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Geo. M. Johnson, et ux (NAME) | Same (NAME) | Map 181 |
| 6322 Pettus Rd. (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcels 71 and |
| Antioch, TN 37013 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 139 |

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

MAR 11 12 51 PM '80

FEE $ [illegible] REGISTER DAVIDSON COUNTY, TENN.

RUSH

F 8 0 1 6 1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$75,000.00 Affiant

Susan N. Castello
Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF February, 1980.

Notary Public Affiant

MY COMMISSION EXPIRES: 1-5-81

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of SEVENTY-FIVE THOUSAND AND 00/100---------- ----------($75,000.00)---------- DOLLARS

of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one (1) installment deed note payable to Jack Miller Batson, Sr., in the amount of $20,000.00 of even date herewith due and payable in six (6) months and bearing interest at the rate of ten percent (10%); and one (1) installment deed note payable to Emma Batson in the amount of $35,000.00 of even date herewith and bearing interest at the rate of ten percent (10%) to be paid in 240 monthly installments of $337.76 commencing on April 1, 1980, and ending on March 1, 2000,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

JACK MILLER BATSON, SR., and wife, MARY NEAL BATSON, and EMMA BATSON, and husband, DOTSON BATSON,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

GEORGE M. JOHNSON and wife, LUCILE B. JOHNSON,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract 1:
Land in the 5th Civil District of Davidson County, Tennessee, described as Tract 3 in a survey dated June 27, 1974, made by V. Leon Stanford as follows:
BEGINNING at a point on Pettus Road 285 feet east of the northeast corner of the Cherry line, being the northwest corner of said Tract 3; thence in a southerly direction 921.45 feet to a point; thence in an easterly direction 99.71 feet to a point; thence in a southeasterly direction 60.79 feet to a point; thence in a northerly direction 931.47 feet to a point on Pettus Road; thence in a westerly direction along Pettus Road 160.00 feet to the point of beginning and containing 3.394 acres, more or less.
Being the same property conveyed to Jack Miller Batson, Sr., by deed from Emma Batson of record in Book 556, page 377, Register's Office for said County.

See attachment for description of Tract 2 conveyed herein.

03/11 - 257.50 - CHECK

This is ( ) unimproved (X) improved property, and a part of which is 6322 Pettus Rd., Antioch, TN 37013
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Joseph L. Lackey, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ 75,000.00 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 20th day of February 1980.

Jack Miller Batson, Sr.
JACK MILLER BATSON, SR.

George M. Johnson
GEORGE M. JOHNSON

Emma Batson
EMMA BATSON

Lucile B. Johnson
LUCILE B. JOHNSON

Mary Neal Batson
MARY NEAL BATSON

Dotson Batson
DOTSON BATSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jack Miller Batson, Sr., Emma Batson, Mary Neal Batson, and Dotson Batson, the 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 20th day of February 1980.

Susan N. Costello, Notary Public.

Commission expires 1-5-81.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared George M. Johnson and wife, Lucile B. Johnson, the grantees, with whom I am personally acquainted, and who, upon oath, acknowledged ~~themselves~~ that they ~~are~~ executed the foregoing instrument for the purpose therein contained, ~~signing the name of the corporation by themselves as~~.

Witness my hand and seal, at office in Nashville, this 19th day of February, 1980.

Wendell Van Cooper, Notary Public.

Commission expires May 6, 1980.

ATTACHMENT TO INSTALLMENT DEED FROM JACK MILLER BATSON, SR., ET AL, TO GEORGE M. JOHNSON, ET UX

Tract 2:
Land in the 5th Civil District of Davidson County, Tennessee, as follows:
BEGINNING at a point in the south right-of-way of Pettus Road being the northeast corner of Tract 9 of an unrecorded plat of the Dotson Batson property; thence along the east line of said tract with the following calls: S 1° 10' 48" W 92.33 feet to an iron pin; thence continuing to follow a fence line S 17° 22' 14" E 131.01 feet to an iron pin; thence S 29° 49' 08" W 122.94 feet to an iron pin; thence S 3° 35' 45" W 659.57 feet to an iron pin, being the southeast corner of said Tract 9 and the northeast corner of a tract herein described as a 3.014 acre tract also being the true point of beginning of said tract; thence continuing with a fence line S 3° 17' 04" W 144.00 feet to an iron pin; thence N 83° 38' 35" W 1005.48 feet to an iron pin in a fence line; thence N 5° 37' 27" E 142.17 feet to an iron pin in a fence line, being in the rear line of Tract 3 of the abovesaid unrecorded plat; thence with the rear lines of Tracts 3, 4 and 5, S 79° 15' 30" E 308.05 feet to an iron pin in the rear line of Tract 5; thence continuing with said fence and the rear lines of Tracts 5, 6, 7, 8 and 9 of the unrecorded plat, S 85° 43' 34" E 692.89 feet to the point of beginning.
Being a part of the same property conveyed to Emma Batson by deed from Melus Rhodes Dickinson, a widow, of record in Book 3646, page 497, said Register's Office.

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

BOOK 5577 PAGE 264

**RECEIVED OF** _____

**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 |
|---|---|---|---|---|
| | | | 75000.00- CO | |
| | | | 55000.00- MO | |
| | | | 195.00 CO TX | |
| | | | 53.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 9.00 WDEED | |
| | | | CHECK 257.50- | |
| | | | 7320A03/11/80 BAL .00 | |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

F8D1421
F80168

IDENTIFICATION REFERENCE

MAR 11 12 51 PM '80
REGISTER
DAVIDSON COUNTY, TENN.

**No.** 746464