Installment Deed

BOOK 5648 PAGE 187

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe T. McEwen, Jr., et ux	Same	182
(NAME:) 116 Shacklett Lane Court	(NAME:)	Part 24 Jo
(STREET ADDRESS OR ROUTE NUMBER) Antioch, TN 37013	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand and No/100---------- ----------($14,000.00)-------- *Dollars, of which* Three Thousand and No/100---------- ----------($3,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eleven Thousand and No/100---- ----------($11,000.00)-- *Dollars,*

the said Joe T. McEwen, Jr. and wife, Carol Anne McEwen *have executed* their joint promissory note in the amount of Eleven Thousand and No/100 ($11,000.00) Dollars payable to R. D. Anderson as follows: in monthly installments beginning on the 1st day of October, 1980, the sum of Two Hundred Fifteen and 05/100 ($215.05) Dollars and thereafter a like amount on the 1st day of each succeeding month for a total of 72 months or until all principal and interest have been paid. This note bears interest at 12% annually and is included in each monthly 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, R. D. Anderson, a single person

have this day bargained and sold, and do hereby transfer and convey unto the said Joe T. McEwen, Jr. and wife, Carol Anne McEwen

their *(successors), heirs and assigns,*

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

LAND in the 5th Civil District of Davidson County, Tennessee, described according to a survey made by Perry A. Chapelelaine, Jr., dated August 16, 1980, described as follows:

BEGINNING at an iron pin on the west margin of Cane Ridge Road, the Southeast corner of a 3.10 acre tract, then with said margin, South 37° 07' 22" East, 25.03 feet to an iron pin, the northeast corner of a 5.00 acre tract; then with the North line of same, being also the South margin of a 25 foot easement across the tract being described, said 25 foot being parallel and north of the line now described: South 55° 37' 07" West, 178.29 feet, South 39° 57' 25" West, 104.30 feet to an iron pin, South 74° 20' 16" West, 255.48 feet to an iron pin, North 71° 25' 10" West, 303.87 feet to an iron pin; North 69° 58' 40" West 209.00 feet to an iron pin; then with the West line of said 5.00 acre tract, South 01° 17' 33" West 436.06 feet to an iron pin in the North line of Book 5039, Page 475, said Register's Office; then with said North line, North 84° 37' 34" West 392.77 feet to an iron pin in a fence, the East line of Book 5115, Page 629; then with same, North 03° 47' 56" East, 526.77 feet to an iron pin; then leaving fence and with the south line of a 3.00 acre tract, South 73° 31' 16" East, 214.78 feet to an iron pin, South 69° 58' 40" East, 384.64 feet to an iron pin,

(LEGAL DESCRIPTION CONTINUED ON REVERSE SIDE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is 14,000.00

Subscribed and sworn to before me, this the 3 day of September 1980

Affiant

My commission expires: 10/6/80

(Affix Seal)

Notary Public

(LEGAL DESCRIPTION CONTINUED FROM REVERSE SIDE)

Southwest corner of a 3.10 acre tract; then with the South line of same, South 71° 25' 10" East, 295.85 feet to an iron pin, North 74° 20' 16" East, 240.05 feet to an iron pin, North 39° 57' 25" East, 100.00 feet to an iron pin, North 55° 37' 07" East, 180.53 feet to the beginning; containing 5.00 acres, more or less.

BEING part of the property conveyed to R. D. Anderson and wife, Dorothy Anderson from Elbert F. Tucker and wife, by deed as of record in Book 3642, Page 133, Register's Office for Davidson County, Tennessee. The said R. D. Anderson and Dorothy M. Anderson having since divorced. The interest of Dorothy M. Anderson was divested from her and reinvested in R. D. Anderson by decree recorded in Book 93C, Page 946, 4th Circuit Court for Davidson County, Tennessee.

The Grantees hereby grant to Charles R. Pike, et ux, their heirs, successors and assigns, a 25 foot easement along the south side of their property which joins the north side of the Pike property, beginning at the northwest corner of Pikes' property and runs the entire length to Cane Ridge Road. This is a covenant that runs with the land. This is to give a 50 foot wide right-of-way for ingress and egress for the adjoining property to the east.

unimproved XX
This is improved ( ) property, known as Cane Ridge Road, Antioch, TN 37013
(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 Joe T. McEwen, Jr. and wife, Carol Anne McEwen *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.*

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Joe T. McEwen, Jr. and wife, Carol Anne McEwen, their *(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 *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.

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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 27 *day of* August, *19* 80.

R. D. ANDERSON

Joe T. McEwen Jr.

Carol McEwen

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Joe T. McEwen, Jr. and wife, Carol Anne McEwen

*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* 5 *day of* September, *19* 80

Notary Public

Commission expires 10-6-80

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STATE OF VIRGINIA
COUNTY OF STAFFORD

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* R. D. ANDERSON,

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 Fredericksburg, Virginia, *this* 27th *day of* August, *19* 80

Mark R. Pilgrim *Notary Public*

Commission expires My Commission Expires April 16, 1983

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.....

60693

T
IDENTIF. REFERENCE

SEP 8 2 17 PM '80

FELIX Z. HALEY, CLERK
DAVIDSON COUNTY, TENN.

SEP

INSTALLMENT DEED

FROM
REUBEN D. ANDERSON, an unmarried person

TO
JOE T. McEWEN, JR., ET UX

THIS INSTRUMENT PREPARED BY:
Charles C. Morrow
Attorney at Law
3221 Nolensville Road
Nashville, Tennessee 37211
Phone: (615)832-0138

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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

RECEIVED OF _____ ~~BOOK~~ 5648 ~~PAGE~~ 191

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
			140 .50-	CO
			110[illegible].00-	MO
			36.40	CO TX
			9.90	MO TX
			.50	PRFEE
			12.00	MDEED
			CHECK	57.90-
			D785AD5/08/00 BAL	.0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G06593

IDENTIF. REFERENCE

SEP 8 2 17 PM '00

FELIX Z. WILSON, II
DAVIDSON COUNTY, TENN.

No. 778699