6615 05/29 73.74- CHECK

Installment Deed

BOOK 5747 PAGE 160

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Andrew H. Turbeville	Same	Part of
(NAME)	(NAME)	Map 121
2560 Pulley Rd		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 23
Nashville Tenn 37214		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND FOUR HUNDRED AND NO/100 ($18,400.00) *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* FIFTEEN THOUSAND FOUR HUNDRED AND NO/100 ($15,400.00) *Dollars,* Andrew H. Turbeville and wife, Betty Sue Turbeville *h/we executed* an installment deed note payable to the order of Hodge Richardson and wife, Eddine Pulley Richardson. Said note bears interest at the rate of 8% per annum computed on an annual basis on the unpaid balance. Said note is payable at the rate of $600.00 per month including principal and interest with interest being computed on an annual basis. First installment due and payable June 20, 1981 and on the same day of each succeeding month thereafter until the entire amount, both principal and interest has been paid in full.

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, Hodge Richardson and wife, Eddine Pulley Richardson *have this day bargained and sold, and do hereby transfer and convey unto the said* Andrew H. Turbeville and wife, Betty Sue Turbeville their *the Grantees herein, ~~their (successors)~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the Old 3rd Civil District of Davidson County, Tennessee, being described according to a survey by R. L. Montoya-Land Surveying as follows:

Beginning at an old fence post, the northwest corner of Andrew H. Turbeville as recorded in Deed Book 2701, page 13, Register's Office for Davidson County, Tennessee and Hodge Richardson's northeast corner as recorded in Deed Book 1785, page 139; thence along Turbeville's west property line south 16 deg. 30' 06" west 915.80 feet to an iron pin and fence corner, Charles L. Pulley's northeast corner as recorded in Deed Book 4685, page 708; thence along Pulley's north property line north 78 deg. 34' 08" west 209.23 feet to an iron pin; thence along the west line of this described tract north 16 deg. 41' 47" east 988.13 feet to an iron pin in the south line of Kodill properties as recorded in Deed Book 4965, page 736; thence along Kodill properties south line south 80 deg. 29' 01" east 103.62 feet to a large oak; thence south 40 deg. 28' 24" east 121.90 feet to the point of beginning, containing 4.60 acres more or less.

Being part of the property conveyed to Hodge Richardson and wife, Eddine Pulley Richardson by deed from Thomas Hardy Dye and wife, Nannie P. Goodwin Dye of record in Book 1785, page 139, Register's Office for Davidson County, Tennessee.

Said property is not being conveyed as a building site nor with ingress or egress to a public road but as an addition to the lands of the grantees which adjoin said property.

Plat is attached hereto and made a part of this instrument and shown as Exhibit A. (over)

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

This property may be used for any purpose as approved by the Davidson County Planning Commission as there are no restrictions placed on the use of said property by this conveyance.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 18,400.00

Subscribed and sworn to before me, this the 19 day of May 19 81

Andrew A. Turbeville
Affiant

My commission expires: 10-17-81 (Affix Seal)

Dewey W. Pedigo
Notary Public

unimproved ( )
This is 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 Grantees their (successors), 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 said real estate to said Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto ... Dewey Pedigo, Jr. *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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

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 19 day of May, 19 81

G 4.2534

IDENTIF. REFERENCE

MAY 20 9 15 AM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

RUSH

Hodge Richardson

~~Eloise~~ Eddine Pulley Richardson

Andrew H. Turbeville

Betty Sue Turbeville

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

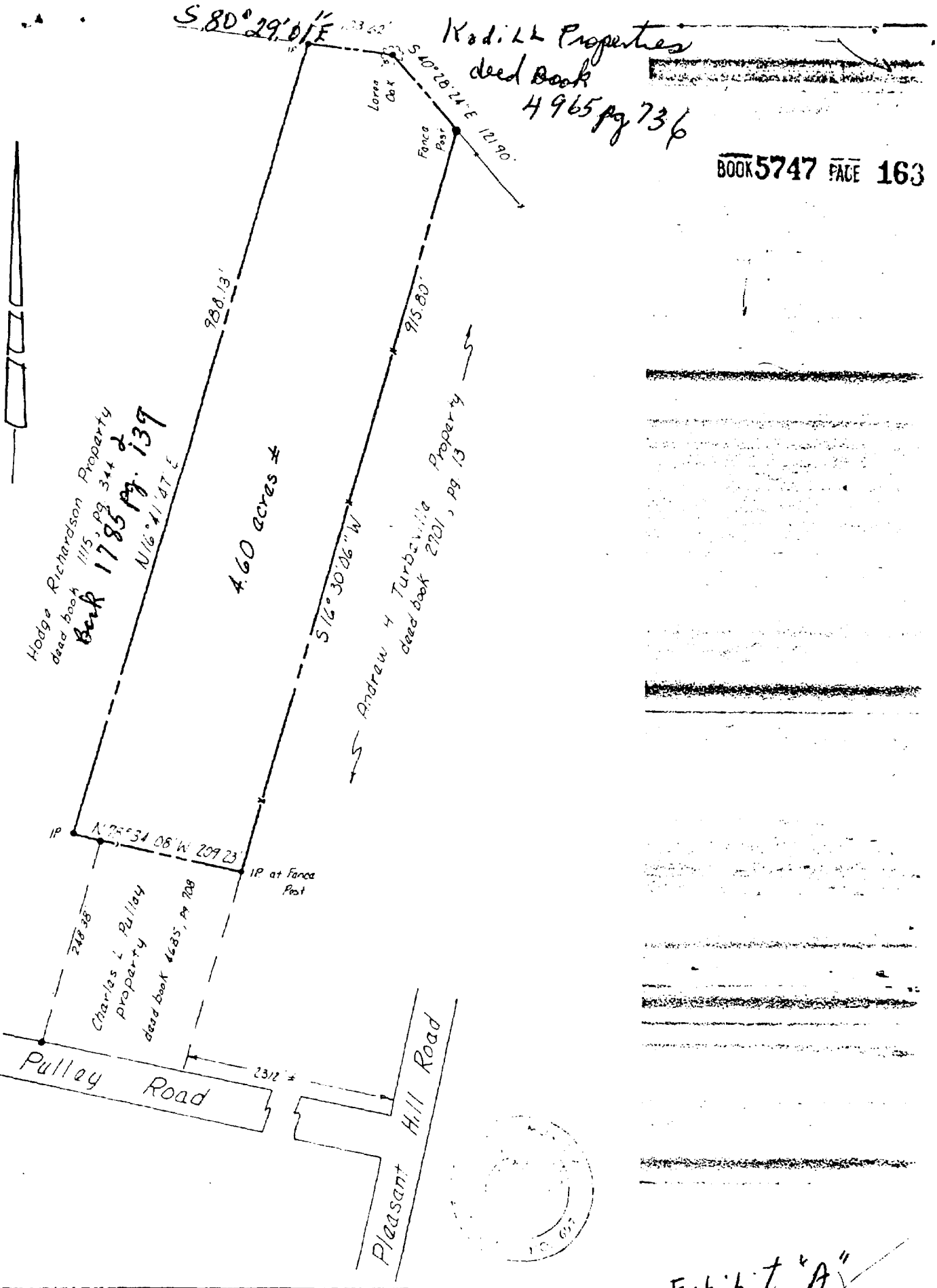
Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, Hodge Richardson and wife, Eddine Pulley Richardson and Andrew H. Turbeville and wife, Betty Sue Turbeville

the within named 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 19 day of May, 19 81

Dewey W. Pedigo
Notary Public at large

Commission expires 10-12-82



Boundary Survey

PROPERTY OF Andrew H. Turbaville

SUBDIVISION

ADDRESS Pulley Road CITY Nashville COUNTY Davidson

LOT NO BLOCK Reference deed PLAT BOOK 1115 PAGE 344

SCALE 1"=100 DATE May 12, 81 JOB NO 81-4 46 BY Rock H. Montoya NO. 697

Exhibit "A"

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 5747 PAGE 164

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
			18400.00-	CO
			18400.00-	MO
			47.64	CO TX
			13.40	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	73.74-
6615AU5/20/81			SAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4,2 5 3 4

IDENTIF. REFERENCE

MAY 20 9 15 AM '81

FELIX Z. WILSON
DAVIDSON COUNTY

No. 822864