Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Charles N Sturdivant	SAME	To be assigned KS
(NAME:)	(NAME:)	
916 Beech Bend Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37221		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE THOUSAND AND NO/100 ----------
----------($25,000.00)--Dollars,
of which
FIVE THOUSAND AND NO/100 ($5,000.00) ----------Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder
TWENTY THOUSAND AND NO/100 ($20,000.00)----------Dollars,
Charles N. Sturdivant and wife, Deborah Sturdivant ha ve executed
an installment deed not dated November 10, 1981, calling for ten (10) semi-annual installments of $2,000.00 each of principal plus interest at the rate of 12% per annum on the unpaid balance, the first such payment to be made May 10, 1982,

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, Neal W. Carter and wife, Ann R. Carter
have this day bargained and sold, and do hereby transfer and convey unto the said Charles N. Sturdivant and
wife, Deborah Sturdivant, their (successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

BEGINNING at a point in the center of Poplar Creek Rd., the Northeast corner of a 10.00 acre tract, being North 80 deg. 00 min. 49 sec. West at 100.78 feet from the Northwest corner of Bk. 5383 Pg. 308, Davidson Co., then with the center of said road, South 80 deg. 00 min. 49 sec. East, 50.39 feet to a point, then leaving the road and running with the West line of a 2.48 acre tract, South 17 deg. 08 min. 33 sec. West, 602.22 feet, to an iron pin, South 72 deg. 51 min. 27 sec. East, 369.30 feet, South 17 deg. 08 min. 33 sec. West, 310.73 feet to an iron pin, North 72 deg. 51 min. 27 sec. West, 599.45 feet, with an 8.16 acre tract to the Northwest corner of same, an iron pin, then with the West line of said tract, South 19 deg. 53 min. 51 sec. East, 618.59 feet to an iron pin, in a drive, continuing with the center of drive, South

(Continued on Attachment)

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $25,000.00
Subscribed and sworn to before me, this the 12th day of November 1981
Affiant
My commission expires: 7-1-82 (Affix Seal)
Notary Public

This is improved ( ) unimproved ( ) 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 Charles N. Sturdivant and wife, Deborah (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. except as to my easements, restrictions or encumbrances of record. further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said Charles N. Sturdivant and wife, Deborah, 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 N. Sturdivant and wife, Deborah hereinafter referred to as trustors, hereby transfer and convey unto James P. Guenther, 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.

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.

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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 Registers 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.

Witness our *hand* s *this* 10th *day of* November, *19* 81, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

× Neal W. Carter — Charles N Sturdivant

× Ann R. Carter — Deborah Sturdivant

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature], *a Notary Public in and for said County and State,* Neal W. Carter, Ann R. Carter, Charles N. Sturdivant, and Deborah Sturdivant,

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* 10th *day of* November, *19* 81

[signature] *Notary Public*

Commission expires 9-6-82

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 .....

RECEIVED
FILED FOR RECORD
DAVIDSON COUNTY, TENN.
'81 NOV 16 PM 3 34
REGISTER

IDENTIFICATION REFERENCE

5 6 8 4 0 3

INSTALLMENT DEED

FROM
Neal W. Carter and wife,
Ann R. Carter

TO
Charles N. Sturdivant
and wife, Deborah Sturdivant

This instrument prepared by:
James P. Guenther
Attorney At Law
306 Nashville City Bank Bldg.
315 Union Street
Nashville, Tennessee 37201

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

78 deg. 05 min. 44 sec. West, 176.86 feet South 65 deg. 14 min. 39 sec. West, 76.60 feet, South 53 deg. 53 min. 43 sec. West, 63.88 feet, South 34 deg. 27 min. 56 sec. West, 78.40 feet, South 24 deg. 59 min. 22 sec. West, 12.68 feet to an iron pin, then leaving drive, North 72 deg. 31 min. 22 sec. West, 334.87 feet to an iron pin in the East line of a 1.88 acre tract, then with same, North 16 deg. 04 min. 51 sec. East, 817.60 feet to an iron pin, the Southwest corner of a 10.00 acre tract, then with the South line of same, South 72 deg. 51 min. 27 sec. East, 801.77 feet to an iron pin, continuing with the East line of same, iron pins at corners, North 17 deg. 08 min. 33 sec. East, 210.73 feet, North 72 deg. 51 min. 27 sec. West, 369.30 feet, North 17 deg. 08 min. 33 sec. East, 645.94 feet to the beginning; containing 10.00 acres more or less, and being part of the property conveyed to Neal W. Carter and wife, Ann R. Carter by deed of record in Bk. 5383 Pg. 311, 9th Civil District, Davidson County, TN. All according to a survey by Perry A. Chapdelaine, Jr., dated May 11, 1979, together with a non-exclusive permanent easement or right-of-way over the existing gravel road from Griffith Road to the land conveyed. Further, Grantors reserve to themselves, their heirs, executors, administrators, personal representatives, assigns, successors and permittees an easement across the land conveyed, the width of the existing roadway and further, the required width of the roadway which may be built in the future, the center line of which would be the center line of the existing roadway, widened to meet the specifications necessary to dedicate the road as a public way. This easement shall be perpetual and shall run with the land.

There shall be no temporary buildings or house trailers placed on this property. Any residence shall have a minimum of 1,700 square feet of living space.

The existing road is described as follows:

BEGINNING at the Southeast corner of the above 10 acre tract in the center of a drive at an iron pin, then with the center of said drive the following twenty calls: North 72 deg. 08 min. East, 236.4 feet, North 76 deg. 46 min. East, 203.5 feet, South 85 deg. 17 min. East, 90.9 feet, South 64 deg. 51 min. East, 88.9 feet, South 50 deg. 38 min. East, 90.1 feet, South 44 deg. 28 min. east, 118.6 feet, South 42 deg. 12 min. East, 154.0 feet, South 33 deg. 22 min. East, 45.6 feet, South 16 deg. 03 min. East, 72.1 feet South 04 deg. 26 min. East, 78.7 feet, South 05 deg. 03 min. West, 70.0 feet, South 10 deg. 0 min. West, 131.2 feet, South 00 deg. 24 min. West, 45.3 feet, South 21 deg. 23 min. West, 49.2 feet, South 43 deg. 45 min. East, 51.2 feet, South 62 deg. 20 min. East, 102.1 feet South 64 deg. 26 min. East, 321.2 feet, South 75 deg. 58 min. East, 77.2 feet, South 88 deg. 21 min. East, 291.1 feet, South 84 deg. 30 min. East, 166.4 feet to the center of Griffith Road, all as described in the survey of Perry A. Chapdelaine, Jr. of September 1, 1981.

11/16 02.50 CLERK

8459

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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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
			25000.00- CO	
			20000.00- MO	
			65.00 CO TX	
			18.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 92.50-	
			B459A11/16/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G68403

IDENTIF. REFERENCE

Nov 16 3 34 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 853559