Installment Deed

mail

This instrument prepared by KENNETH M. BALLEW, ATTORNEY AT LAW, 333 Gallatin Rd. Madison, TN 371

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
George W. Mills et ux	same as new owner	62-11-8
(NAME) 2900 Western Hills Drive	(NAME)	3DZ 50002 62-11-9
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37214	(STREET ADDRESS)	3DZ 50444
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	BOOK 5869 PAGE 625

FOR AND IN CONSIDERATION of the sum of SEVENTY EIGHT THOUSAND AND NO/100 ---------- ($78,000.00) *Dollars,*

of which THIRTY FIVE THOUSAND AND NO/100 ---------- ($35,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY THREE THOUSAND AND NO/100 -- ($43,000.00) *Dollars,*

GEORGE W. MILLS and wife, SANDI MILLS *have executed*

their one joint promissory note of even date herewith payable to the order of MATTHEW F. McMILLIN and wife, THYRA FAYE McMILLIN, in monthly installments of Four Hundred Seventy Three and 48/100 Dollars ($473.48) each, including principal and interest at the rate of 12 % per annum; the term of said note being for a period of 20 years from date thereof;

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, We, MATTHEW F. McMILLIN and wife, THYRA FAYE McMILLIN, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said GEORGE W. MILLS and wife, SANDI MILLS,

hereinafter called the grantees, their *(successors), heirs and assigns,*

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

TRACT I

Land in Davidson County, Tennessee, being Lot No. 171 on the Plan of Sutherland Heights, Section V, as of record in Book 2900, page 1, Register's Office for said County, and described as follows:

BEGINNING at a point in the westerly margin of Western Hills Drive at the corner of Lots 171 and 172; thence with the line between said lots, westerly 158.3 feet to a corner of a lot marked "Reserved"; thence with the line of said lots and Lot 171, southerly 183.3 feet to a point in the northerly margin of Alvinwood Drive; thence with the margin of the same around a slight curve, 240 feet to a point; thence around a curve, northeasterly 39.27 feet to a point in the westerly margin of Western Hills Drive; thence with the margin of the same, northerly 195 feet to the point of beginning.

Being the same property conveyed to Matthew F. McMillin and wife, Thyra Faye McMillin by deed from Gloria A. Patterson of record in Book 4493, page 937, Register's Office for Davidson County, Tennessee.

TRACT II

Being a 0.42, more or less, acre tract of land lying in the 1st Civil District of

04/05 353.33 [illegible]

STATE OF TENNESSEE, COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 78,000.00

Subscribed and sworn to before me, this the 5 day of April, 19 82

Affiant

My commission expires: 10-20-85 (Affix Seal)

Notary Public

K. BALLEW NOTARY PUBLIC

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Davidson County, Tennessee. Said tract further described as being a portion of a reserve parcel on the plan of Sutherland Heights Subdivision, Section 5, as of record in Book 2900, page 1, Register's Office for said County.

BEGINNING at the common rear corner of Lots 171 and 172 on the Plan of Sutherland Heights Subdivision, Section 5, as of record in Book 2900, page 1, Register's Office for said County; thence running with the westerly line of said Lot 171 south 34 deg. 31' 58" west a distance of 182.65 feet to a point lying on the northerly margin of Alvinwood Drive; thence running with the said margin of Alvinwood Drive in a westerly direction around a curve, having a radius of 440 feet, to the right a distance of 111.3 feet to a point lying on the easterly line of the Betty J. Frweeze property as of record in Book 4761, page 464, Register's Office for said County; thence running with the said line of the Frweeze property and the easterly line of the Price Owen property as of record in Book 5374, page 375, Register's Office for said County, north 3 deg. 31' east a distance of 87.02 feet to a point; thence leaving the said lines of Frweeze and Owen south 87 deg. 03' 52" east a distance of 180.99 feet to the point of beginning.

Being the same property conveyed to Matthew F. McMillin and wife, Thyra Faye McMillin by deed from Gloria A. Patterson, unmarried, of record in Book 5806, page 613, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (XX) property, known as 2900 Western Hills Drive, Nashville, TN 37214
(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.*, except as stated herein.

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 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, 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 $78,000.00 *, 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 2 *day of* April, *19* 82

George W. Mills

George W. Mills

Sandi Mills

Matthew F. McMillin

Matthew F. McMillin

Thyra Faye McMillin

Thyra Faye McMillin

G8591 7

IDENTIF. REFERENCE

APR 5 11 28 AM '82

FEE

REGISTER

DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Matthew F. McMillin and wife, Thyra Faye McMillin; and George W. Mills and wife, Sandi Mills;

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 Madison, *Tennessee, this* 2 *day of* April, *19* 82

NOTARY PUBLIC

Notary Public

Commission expires 10-20-85

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

RECEIVED OF _____

FOR _____

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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
			78000.00- CO	
			43000.00- MO	
			202.80 CO TX	
			41.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 253.30-	
			0395A04/05/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8591 7

IDENTIF. REFERENCE

APR 5 11 29 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 874608