3908

BOOK 5949 PAGE 742

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Georgia Elaine Vance and husband, Bobby Allison Vance

TO

Stephen P. Horton & wife, Constance M. C. Horton

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY:

Patricia A. McDade
Attorney at Law
12th Floor, First American Ctr.
Nashville, TN 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Stephen P. Horton (NAME)	same (NAME)	15-14-36
7515 Piper Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	22-2-8
Joelton, TN (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 12491

IDENTIF. REFERENCE

OCT 13 2 39 PM '82

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 46,000.00 Patricia A. McDade
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF October 19 82.

Clara D. Wilbur
Notary Public

MY COMMISSION EXPIRES: 10-15-85

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty-six thousand and 00/100 ($46,000.00) DOLLARS

of which $ 12,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to assume and pay the balance of a certain indebtedness which is secured by a first mortgage on the property herein conveyed and is described in a Deed of Trust from Terry Eugene Burch, Sr. and wife, Barbara Ann Burch to Franklin S. Clark, Trustee, of record in Book 4581, page 566, Register's Office for Davidson County, Tennessee, and to assume and pay the balance of a vendor's lien in the amount of $8,900.00 retained in a deed from Barbara Ann Shutt Burch Lamb, unmarried to Georgia Elzine Vance, unmarried, of record in Book 5669, Page 244, of said Register's Office. Grantees further agree to pay the balance of a certain indebtedness in the amount of $8,163.94 which is secured by an installment deed note of even date herewith. It is further understood by the grantees that said installment deed note is not assumable by any future purchasers without the prior consent of the grantors.

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,

Georgia Elaine Vance and husband, Bobby Allison Vance

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

Stephen P. Horton and wife, Constance M. D. Horton

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

LAND in Davidson County, Tennessee, being Lot No. 27 and part of Lot No. 28 on the Plan of Joelton Heights, Section II, of record in Book 3700, page 85, Register's Office for said County, described according to a survey by Donald R. Carver, dated January 19, 1972, as follows:

BEGINNING at a point in the easterly margin of Piper Court at the common corner of Lots Nos. 26 and 27; thence with the line between said lots, easterly 352.0 feet to a point in the easterly line of Lot No. 20; thence with the westerly line of part of Lots Nos. 19 and 20, southerly 408.10 feet to a point in westerly line of Lot No. 19; thence continuing with the same, southeasterly 75 feet to a point in the northerly right-of-way of an Interstate Highway; thence with the same, westerly 330.20 feet to a point in the easterly margin of Piper Court; thence with the same, northwardly 241.56 feet to the point of beginning.

BEING the same property conveyed to Georgia Elaine Vance, unmarried from Barbara Ann Shutt Burch Lamb by installment deed of record in Book 5669, Page 244, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 7515 Piper Court (House Number) (Street) Joelton, TN 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 seised 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 $ 46,000.00 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.

Whenever 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 12th day of Oct. 1982.

Stephen P. Horton — Bobby A Vance

Constance M. C. Horton — Elaine L. Vance

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 Georgia Elaine Vance & Bobby Allison Vance and Stephen P. Horton & Constance M. C. Horton the bargainor, 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 12th day of Oct, 1982.

Stephen M. Daniel, Notary Public.

Commission expires April 22, 1984.

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 .

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

RECEIVED OF _____

FOR BOOK 5949 PAGE 744

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
			46000.00-	CO
			8163.94-	MO
			119.60	CO TX
			6.20	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	132.30-
3908A	10/13/82		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1 2 4 9 1

IDENTIF. REFERENCE:

OCT 13 2 39 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 904599