Prepared by:
Gail Pigg, Attorney
One Commerce Place
Nashville, TN 37239

Installment Deed

BOOK 5974 PAGE 33

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James N. McCutchen and wife, Pearl S. McCutchen	same	142-9-B
(NAME:) 846 Gen. George Patton Rd	(NAME:)	#846
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37221	(STREET ADDRESS)	9D-65701
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty-Two Thousand Nine Hundred and No/100 ($62,900.00)---------- *Dollars,*

of which Eighteen Thousand and No/100 ($18,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty-Four Thousand Nine Hundred and No/100 ($44,900.00)---------- *Dollars,*

JAMES N. McCUTCHEN and wife, PEARL S. McCUTCHEN *have executed* their joint promissory note of even date herewith payable to Thelma S. Clouse, in the amount of $44,900.00, bearing interest at Seven (7%) percent per annum, and payable as follows: On or before December 31, 1982, the sum of $18,000.00, plus all accrued interest, and the remaining balance of $26,900.00, plus all accrued interest, shall be paid on or before March 10, 1983. This Trust Agreement also covers any extensions granted to the aforementioned note, as well as renewals thereof. In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

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,

THELMA S. CLOUSE (UNMARRIED)

have this day bargained and sold, and do hereby transfer and convey unto the said

JAMES N. McCUTCHEN and wife, PEARL S. McCUTCHEN

their *(successors), heirs and assigns,*

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

Unit No. 846, together with the carport designated No. 846-C, in River Plantation, Section Five, Phase One, a Condominium, a Horizontal Property Regime, located on General George Patton Road, Nashville, Davidson County, Tennessee, as shown on the plan of River Plantation, Section Five, Phase One, Condominium Apartments, recorded in Book 5200, pages 145 and 146, said Register's Office, and described in a Master Deed recorded in Book 5410, page 248, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners and tenants of River Plantation, Section Five, Phase One, Condominium Apartments, contained in the Master Deed and the By-Laws appended thereto, recorded in Book 5410, page 248, said Register's Office, are incorporated in this deed by reference and made a part hereof the same as though copied herein.

Being the same property conveyed to Willie R. Clouse and wife, Thelma S. Clouse, by deed from Andrew T. Panzera (Unmarried) of record in Book 5848, page 349, said Register's Office, the said Willie R. Clouse having since died.

NOTARY PUBLIC PIGG

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 62,900.00

Subscribed and sworn to before me, this the 3rd day of December 19 82

Affiant

My commission expires: 1/20/85 (Affix Seal)

Notary Public

A default in the payment of maintenance fees or other terms of the by-laws of the River Plantation, Section Five, Association which is not cured within fifteen (15) days of notice to cure same by the holder of the note secured by this instrument, will constitute a default of the terms of this installment deed and the note shall become immediately due and payable.

unimproved ( )
This is improved (X) property, known as 846 General George Patton Road, Nashville, Tennessee
(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 JAMES N. McCUTCHEN and wife, PEARL S. McCUTCHEN 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,* except for plan of record in Bk.5200,p.135 and Bk.5200,pp.145 and 146; easement in Bk.2274,p.547; and as set out above.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* JAMES N. McCUTCHEN and wife, PEARL S. McCUTCHEN, 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 JAMES N. McCUTCHEN and wife, PEARL S. McCUTCHEN *hereinafter referred to as trustors, hereby transfer and convey unto* Madden Warfield, *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 $ 62,900, *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 7 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.

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 3rd *day of* December, *19*82.

Thelma S. Clouse

Thelma S. Clouse

James N. McCutchen

James N. McCutchen

Pearl S McCutchen

Pearl S. McCutchen

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Thelma S. Clouse

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 3rd *day of* December, *19* 82

Gail Pigg *Notary Public*

Commission expires 1/20/85

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James N. McCutchen and wife, Pearl S. McCutchen

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 3rd *day of* December, *19* 82

Notary Public

Commission expires 1/20/85

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 .....

H 20412

IDENTIF. REFERENCE

DEC 7 8 30 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
Thelma S. Clouse

TO
James N. McCutchen et ux

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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
			62500.00- CO	
			44900.00- MO	
			163.54 CO TX	
			42.90 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 213.94-	
			3068A12/07/82 B&L .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H20412

IDENTIF. REFERENCE

DEC 7 8 30 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 914198