Installment Deed

File Bal 10

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William D. Parker and wife, Patricia A. Parker	Same	54-10-3
(NAME: Brandywine) 102 Kennett Road, Farms (STREET ADDRESS OR ROUTE NUMBER)	(NAME: / STREET ADDRESS)	4D-27834
Old Hickory, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6031 PAGE 764

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy-Two Thousand Five Hundred and no/100---------- *Dollars,*

of which Seventy-Five Thousand and no/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Thousand and no/100 ---------- *Dollars,*

William D. Parker and wife, Patricia A. Parker

have executed

an installment sales contract dated August 30, 1981, as amended by amendment dated September 10, 1981, providing for the payment of Thirty-Five Thousand Dollars ($35,000.00) to Home Federal Savings & Loan Association according to the terms of a certain deed of trust note and the balance of Sixty-Two Thousand Five Hundred Dollars ($62,500.00) payable with interest at a rate of thirteen percent (13%) per annum in monthly installments amortized over twenty-five (25) years with the entire principal balance and any interest thereon being due sixty (60) months from date

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, Harry Margrave and wife, Katherine Margrave

have this day bargained and sold, and do hereby transfer and convey unto the said William D. Parker and wife, Patricia A. Parker

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 134 on the Plan of Brandywine Farms, Section IV, as of record in Book 3700, page 108, Register's Office for said County, described as follows:

Beginning at a point in the westerly margin of Kennett Road, common corner of Lots 133 and 134; thence with the line between said two lots South 60 deg. 07 min. West 210.4 feet; thence North 22 deg. 04 min. West 273.0 feet and North 2 deg. 18 min. East 17.0 feet; thence with the line between Lots 134 and 135 South 71 deg. 42 min. East 283.1 feet to a point in the westerly margin of Kennett Road; thence southerly with the curve of said margin 80.0 feet to the point of beginning.

Being the same property conveyed to Harry Eugene Margrave and wife, Katherine H. Margrave, by deed from Otho Eugene Smith and wife, Dorothy Trentadue Smith, of record in Book 4602, page 265, said Register's Office.

04/04 321.35 CHECK

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater for this transfer is $172,500.00----

Subscribed and sworn to before me, this the 14th day of September, 19 81

My commission expires: 4-21-85 (Affix Seal)

Affiant

Notary Public

7851

unimproved ( )
This is improved (X) property, known as 102 Kennett Road, Brandywine Farms, Old Hickory
(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 William D. Parker and Patricia A. Parker *their (successors), heirs and assigns forever.* we *covenant that* we *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 a mortgage in favor of Home Federal Savings & Loan Association,

we *further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* William D. Parker and wife, Patricia A. Parker *(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 William D. Parker and wife, Patricia A. Parker *hereinafter referred to as trustors, hereby transfer and convey unto* James N. Bryan, 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 $ full value *, 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.* This lien may not be transferred to or assumed by any subsequent purchaser without the prior written consent of Harry Margrave and Katherine Margrave.

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 14 *day of* September, *19* 81.

William D. Parker

William D. Parker

Patricia A. Parker

Patricia A. Parker

Harry Margrave

Harry Margrave

Katherine H. Margrave

Katherine H. Margrave

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Patricia C. Weber, *a Notary Public in and for said County and State,* Harry Margrave and Katherine H. Margrave

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* 14th *day of* September, *19* 81.

Patricia C. Weber

Notary Public

Commission expires 4-21-85

PATRICIA C. WEBER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Patricia C. Weber, *a Notary Public in and for said County and State,* William D. Parker

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

Witness my hand and official seal at Nashville, Tennessee *this* 14th *day of* September, *19* 81

Patricia C. Weber, *Notary Public*

Commission expires 4-21-85

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 .....

FELIX E. WILSON, II REGISTER
DAVIDSON COUNTY, TN
APR 1 12 28 PM '83

IDENTIFICATION REFERENCE

H 39605

STATE OF MICHIGAN)
COUNTY OF Oakland)

On this 9th day of September, 1981, before me personally appeared Patricia A. Parker to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Patricia a Parker

Patricia A Geisi
Notary Public

My Commission Expires: June 22, 1983

INSTALLMENT DEED

FROM
HARRY MARGRAVE AND
KATHERINE MARGRAVE

TO
WILLIAM D. PARKER AND
WIFE, PATRICIA A. PARKER

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

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
			172500.00- CO	
			62500.00- MO	
			448.50 CO TX	
			60.50 MO TX	
			.50 PRFEE	
			12.00 MDEED	
			CHECK 521.50-	
			7851404/04/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H39905

IDENTIF. REFERENCE

APR 4 12 26 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 939661