THIS INSTRUMENT PREPARED BY:
ROBERT L. DOZIER, ATTORNEY-AT-LAW
707 NASHVILLE CITY BANK BLDG
NASHVILLE, TENNESSEE 37201

mail

# Installment Deed

BOOK 6051 PAGE 271

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| BENNY D. PULLEY, ET UX | Same | Map No. 174- |
| (NAME): 186 Brenda Court | (NAME): Same | 126 |
| (STREET ADDRESS OR ROUTE NUMBER): Antioch, Tenn. 37013 | (STREET ADDRESS): Same | 5D-36918 |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

*FOR AND IN CONSIDERATION of the sum of* TWENTY SEVEN THOUSAND AND NO/100---------- ($27,000.00) *Dollars,*
*of which* NINE THOUSAND AND NO/100---------- ($9,000.00) *Dollars, has been paid in cash,*
*the receipt of which is hereby acknowledged, and for the remainder* EIGHTEEN THOUSAND AND NO/100---------- ($18,000.00) *Dollars,*
BENNY D. PULLEY and wife, VICKI J. PULLEY *have executed*

their note of even date herewith, payable to the order of CHARLES R. DORNAN, a single person, in the principal sum of $18,000.00, plus interest at the rate of 11-3/4% percent per annum as set out therein, to which reference is hereby made for a more complete description 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,*
CHARLES R. DORNAN, a single person
*have this day bargained and sold, and do hereby transfer and convey unto the said*
BENNY D. PULLEY and wife, VICKI J. PULLEY, their
~~the Grantees herein, their successors,~~ *heirs and assigns,*
*certain real estate in Davidson County, Tennessee, as follows:*

LAND in the 5th Civil District of Davidson County, Tennessee, shown as Tract No. 7 on a survey by J. Bruce Rainey, Surveyor No. 823, dated April 23, 1980 (also June 9, 1980), of a portion of the lands of Minna Ethel Culbertson composed of Lots Nos. 1, 2 and 3, containing 26-1/4 acres each, in the North Division of the lands of Stephen H. Ham, a plan of which is recorded in Minute Book X, page 284, of the Circuit Court for said County, 13 acres of Lot No. 2 in the South Division of the lands of Stephen H. Ham, recorded in Minute Book X, page 284, of the Circuit Court for said County, and 22 acres and 46 poles of the Samuel Kimbro tract of land, and described according to said survey as follows:

BEGINNING at an iron pin on the easterly margin of Preston Road (25 feet East of the centerline), said point of beginning being 1769.33 feet South of the intersection of the margins of the said Preston Road and Old Franklin Road; thence leaving the margin of said Preston Road, South 81° 01' 32" East 1058.72 feet to an iron pin; thence South 05° 14' 12" West 1121.84 feet to an iron pin in the line of the Samuel L. Lewis land, of record in Deed Book 5386, page 618, R.O.D.C., Tenn.; thence with Lewis' line and a fence the following three calls: South 86° 51' 44" West 68.00 feet to an iron pin; thence South 81° 01' 12" west 114.08 feet to an iron pin; thence South 69° 48' 12" West 60.64 feet to an iron pin; thence leaving Lewis' line and severing the Culbertson Land, North 04° 26' 45" East 990.00 feet to an iron pin; thence North 78° 46' 13" West 813.31 feet to an iron pin on the easterly margin of the aforesaid Preston Road; thence with the margin of said road, North 04° 49' 05" East 180.00 feet to the point of beginning, containing 10.03 acres, more or less.

BEING the same property conveyed to Charles R. Dornan, by deed from Lillian Culbertson Brent and husband, James M. Brent, of record in Book 5629, page 577, Register's Office for Davidson County, Tennessee.

The premises conveyed herein are subject to restrictive covenants contained in the deed of record in Book 5629, page 577, Register's Office for Davidson County, Tennessee.

05/31 88.75 CHECK

5136

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 22,000.00

Subscribed and sworn to before me, this the 29 day of April 19 83

Affiant

My commission expires: 7/21/84 (Affix Seal)

Notary Public

unimproved XX

This is improved ( ) property, known as Tract No. 7, Lillian Culbertson Brent Land, 10.03 acres Davidson County, TN (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.*

*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 installaments 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* Robert L. Dozier ~~Jr.~~ *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 $..* 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.*

*Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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.

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 29th day of April, 1983.

Charles R. Dornan
CHARLES R. DORNAN

Benny D. Pulley
BENNY D. PULLEY

Vicki J. Pulley
VICKI J. PULLEY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert L. Dozier, a Notary Public in and for said County and State, Charles R. Dornan, a single person

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 29 day of April, 1983.

ROBERT L. DOZIER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Robert L. Dozier
Notary Public

Commission expires 7/21/84

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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*Personally appeared before me,* Robert L. Dozier, *a Notary Public in and for said County and State,* BENNY D. PULLEY and wife, VICKI J. PULLEY *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* 2nd *day of* May, *19* 83.

Robert L. Dozier *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

*Commission expires* 7/21/84

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* .....

145929

T.
IDENTIF. REFERENCE

May 4 2 48 PM '83

FELIX A. ELLINGTON II REGISTER
DAVIDSON COUNTY, TN

**INSTALLMENT DEED**

FROM
CHARLES R. DORNAN

TO
BENNY D. PULLEY
ET UX
VICKI J. PULLEY

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

**Chicago Title Insurance Company**
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

# OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6051 PAGE 275

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | 27000.00- CO | |
| | | | 16000.00- MO | |
| | | | 70.20 CO TX | |
| | | | 16.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK | 98.70- |
| 5156A05/04/83 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 45929

IDENTIF. REFERENCE

MAY 4 2 48 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 946728