Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
H. C. Duke and A. W. Duke	Same	Map 89
(NAME)	(NAME)	P/o Par 16 Jc
7435 Lakeview Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy Thousand & No/100 ($70,000.00) ----------

Dollars,

of which Seventeen Thousand Five Hundred & No/100 ($17,500.00) ----------

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Fifty Two Thousand Five Hundred & No/100 ($52,500.00) ----------

Dollars,

H. C. Duke and A. W. Duke

have executed

their joint promissory note payable to Barbara Louise Misch, Adrian G. Sircy, Opel Estelle Stockton, Ruth Hassell and Lucy Bennett, in the principal amount of said remainder to be paid in 20 quarterly installments of $3,347.87 which includes interest at the rate of 9-3/4% with a 21st and last payment of $.12 . The first payment is due and payable on the 10th day of August, 1983 and a like payment each quarter thereafter until paid in full, said payments are to be applied first to unpaid interest & then to principal.

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, Barbara Louise Misch, Adrian G. Sircy, Opel Estelle Stockton, Ruth Hassell and Lucy C. Bennett

have this day bargained and sold, and do hereby transfer and convey unto the said H. C. Duke and A. W. Duke

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Tract 3 as described according to a survey by J. Bruce Rainey, Surveyor #823, dated March 31, 1983 and known as Job No. 83027 as follows:

Beginning at an iron pin set on the easterly margin of River Road, said point of beginning being in the northerly line of this tract and also being 749.99' southerly from the Southwest corner of the Dwight L. Watkins Land of record in Deed Book 5776, page 491, R.O.D.C., Tennessee, thence leaving margin of said Road and severing the Sircy land N 69° 22' 26" E 111.31' to an iron pin; thence N 48° 20'40" E 78.56' to an iron pin; thence S 88° 11' 39" E 849.28' to an iron pin; thence S79° 47' 19" E 1,927.16' to an iron pin set in the line of the U.S. Government land on the bank of the Cumberland River; thence with the Government line and River S 04° 56' 44" E 610.00' to an iron pin; thence leaving the said River and with the line of the E. W. Upchurch land of record in Deed Book 2276, Page 395, R.O.D.C., Tennessee, as follows: S 52° 34' 20" W 31.50' to an iron pin; thence S 43° 30' 25" W 84.87' to an iron pine; thence S 03° 18' 38" E 94.26' to an iron pin; thence S 38° 49' 37" W. 352.30' to an iron pin; thence S 64° 37' 58" W 41.78' to an iron pin; thence N 84° 58' 08" W 572.16' to an iron pin; thence N 84° 26' 48" W 311.90' to an iron pin; thence leaving the line of Upchurch and with the line of the Ernest W. Hassell, Jr. land of record in Deed Book 3185, Page 84, R.O.D.C., Tennessee as follows: N 19° 16' 35" W 228.45' to an iron pin; thence N 46° 04' 32" W 222.52' to an iron pin; thence N 43° 43' 50" W 567.58' to an iron pin; thence leaving Hassell's

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 70,000.00

Subscribed and sworn to before me, this the 12th day of May 19 83

Affiant

My commission expires: 4/20/86 (Affix Seal)

Notary Public

line and severing the Sircy land N 05° 14' 00" W 200.00' to an iron pin; thence N 85° 12' 22" W 1135.86' to an iron pin set on the easterly margin of said River Road; thence with the said margin N 08° 25' 04" E 200.17' to an iron pin; thence S 81° 34' 56" E 5.00' to the point of beginning, containing 50.08 acres, more or less.

Together with all right, title and interest to the land lying east of the hereinabove described tract to the low water mark of the Cumberland River.

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This portion of the property herein insured is subject to a flowage easement to the United States of America of record in Book 2155, Page 311, R.O.D.C., Tennessee.

Together with an easement for the use of the joint use 25 foot ingress and egress easement across a portion of Tracts 4 and 5 as shown on the survey of J. Bruce Rainey, Surveyor, dated March 31, 1983.

Being part of the same property conveyed to Carsie Sircy and wife, Willie C. Sircy, by deed from Dwight Watkins, a single man, of record in Book 2000, page 182, R.O.D.C., Tennessee, and part of the property conveyed to Carsie Sircy and wife, Willie C. Sircy by deed from Mrs. Nannie Rucker, H.B. Rucker, Robert Rucker, John Rucker, Charles B. Rucker, Herman Rucker and Mrs. Nannie Rucker Stevens, of record in Book 1194, page 12, Register's Office for said County, the said Carsie Sircy and Willie C. Sircy both having since died with Willie C. Sircy having predeceased Carsie Sircy and the property having vested in Barbara Louise Misch, Adrian G. Sircy, Opel Estelle Stockton, Ruth Hassell and Lucy C. Bennett, devisees under the Will of Carsie Sircy, deceased, of record in Will Book 135, page 282, Probate Court for Davidson County, Tennessee.

This conveyance is subject to the following:

Title to that portion of property lying between the high and low water marker of the Cumberland River.

Righest of upper and lower ripairian owners in and to the waters of Indian Creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.

Grant of transmission line easement to the United States of America of record in Book 1914, page 1, R.O.D.C., Tennessee (across the southeasterly portion of said Tract).
(Continued on Page 2A)

This is unimproved (X) improved ( ) property, known as Route 2, River Road, Nashville, Tennessee 37209
(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 H. C. Duke and A. W. Duke *(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.*

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
MAY 19 8 44 AM 1983
IDENTIF. REFERENCE
H 4 7 4 6 6
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We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantors *(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 H. C. Duke and A. W. Duke *hereinafter referred to as trustors, hereby transfer and convey unto* H. E. Collins *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 $ -0- *, 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

Subject to an easement for the use of the joint use 25 foot ingress and egress easement across a portion of the subject property serving Tracts 1 and 2 as shown on the survey of J. Bruce Rainey, Surveyor, dated March 31, 1983.

The survey of J. Bruce Rainey, Surveyor, dated March 31, 1983, shows the following as a note to said survey: "A portion of Tracts 1-5 lie in the 100 year flood plane."

Subject to the rights of L. H. Watkins in and to a private passway or right of way for convenience in times of high water as conveyed by instrument dated May 20, 1916, of record in Book 487, page 208, R.O.D.C., Tennessee.

THE FOLLOWING RESTRICTIONS SHALL BE A COVENANT RUNNING WITH THE LAND FOR A PERIOD OF 20 YEARS FROM THE DATE OF THIS DEED.

1. No trailer or mobile home, basement house, garage, barn, or other building may be used as temporary living quarters.

2. No swine or commercial poultry may be kept on property.

3. No storage of junk cars, storage of building materials or any other offensive or unsightly storage may be placed on tracts.

The right of enforcement of these restrictive covenants is vested in the owner or assigns of Tracts 1 through 5 of unrecorded Plat prepared by J. Bruce Rainey, Surveyor, dated March 31, 1983. Any such owner of any said Tracts shall have the right at any time to compel with said covenants, or any of them, or to prevent the violation of them, by the institution of an action at law or a suit in equity for injunctive or other relief.

Deanie Sircy, wife of Adiran Sircy, Chester Stockton, husband of Opal Estelle Stockton, E.W. Hassell, Jr., husband of Ruth Hassell and Eddie Bennett, husband of Lucy Bennett, join in this conveyance for the express purpose of conveying any and all right, title and interest they may have in the above described property by virtue of being married to the grantors, Barbara Louise Misch being unmarried.

Elizabeth Duke, wife of H.C. Duke and Nancy Duke, wife of A.W. Duke, join in this conveyance for the expres spurpose of acknowledging the indebtedness herein and waive any and all right, title and interest they have or may have to any foreclosure proceedings by virtue of being married to same.

The said Barbara Louise Misch and Barbara Louise Miesch being one and the same person.

PREPARED BY:
H.R. COLLINS, ATTY. 807 51ST AVE. N. NASH., TN. 37209

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 11TH *day of* MAY, *1983.*

Barbara Louise Misch
BARBARA LOUISE MISCH

Lucy Bennett
LUCY BENNETT

Eddie Bennett
EDDIE BENNETT

H. C. Duke
H. C. DUKE

A. W. Duke
A. W. DUKE

Elizabeth Duke
ELIZABETH DUKE

Adrian Sircy
ADRIAN SIRCY

Deanie Sircy
DEANIE SIRCY

Opal Estelle Stockton
OPAL ESTELLE STOCKTON

Chester Stockton
CHESTER STOCKTON

Ruth Hassell
RUTH HASSELL

E. W. Hassell Jr.
E. W. HASSELL, JR.

Nancy Duke
NANCY DUKE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Adrian Sircy, Deanie Sircy, Opal Estalle Stockton, Chester Stockton, Ruth Hassell, E. W. Hassell, Barbara Louise Misch, Eddie Bennett, Lucy Bennett, H. C. Duke and A. W. Duke, Elizabeth Duke, Nancy Duke *the within named 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* 11TH *day of* MAY, *1983.*

Harold E Collins
Notary Public

Commission expires 4-20-86

NOTARY PUBLIC
DAVIDSON COUNTY

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
			70000.00-	CO
			52500.00-	MO
			182.00	CO TX
			50.50	MO TX
			.50	PRFEE
			12.00	MORTG
				CHECK 245.00-
			7100A05/13/83	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H47466

IDENTIF. REFERENCE

MAY 13 8 44 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 948595