2057 07/1[illegible]

Installment Deed

BOOK 6097 PAGE 217

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN H. SUTTON (NAME:)	JOHN H. SUTTON (NAME:)	110
141 Neese Drive apt 121 (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	Par 78 Tr
Nashville Tenn 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY ONE THOUSAND AND NO/100 ----------

----------($21,000.00)---------- *Dollars,*

of which NONE

..... *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY ONE THOUSAND AND NO/100------

----------($21,000.00)---------- *Dollars,*

John H. Sutton and wife, Paulett D. Sutton

*ha*ve *executed*

Two Installment Deed notes payable to the order of Gaylon J. Smith. One note in the principal amount of $1,000.00 payable on or before September 15, 1983. This note bears no interest. One note in the principal amount of $20,000.00, payable in monthly installments of $200.00 each, beginning July 20, 1983 and thereafter on the same day of each month a like amount is due and payable until the entire amount, both principal and interest has been paid in full. Said note includes interest at the rate of 10% per annum and is included in said monthly payments.

This Instrument Was Prepared By

Dewey W. Pedigo

The Law O[illegible] & Sandon

Stahlman Building: Nashville, Tennessee

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, we, James R. Smith, Jr., and wife, Ruby M. Smith and Gaylon J. Smith and wife, Kayron Harris Smith

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

John H. Sutton and wife, Paulett D. Sutton

their *(successors), heirs and assigns,*

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

Land lying in the 4th Civil District of Davidson County, being on the north side of Alvin Sperry Road,and being more particularly described according to survey by Ralph Roberson dated July 11, 1983 as follows, to-wit:

Beginning at an iron pin in the north margin of Alvin Sperry Road, where the south boundary of the Susan Rebecca Campbell property of record in Book 4489, page 636, R.O.D.C. Tn. intersects said margin, being 25 feet off the centerline of said road; thence with said north margin of Alvin Sperry Road in a curve having a radius of 175.00 feet, southwesterly 97.15 feet to a point; thence S 27° 49' 00" W, 475.00 feet to the beginning of a curve to the right, having a radius of 182.31 feet, thence along said curve for a distance of 150.78 feet to a point; thence S 75° 12' 09" W, 260.73 feet to an iron pin set 25 feet off the centerline of Alvin Sperry Road; thence S 77° 08' 31" W, 254.09 feet to an iron pin, being the southeast corner of a 0.15 acre parcel conveyed to James H. Bright and wife, Lois Moss Bright of record in Book 3907, page 367, R.O.D.C. Tn.; thence with the east line of said parcel N 40° 52' 27" W, 94.25 feet to an iron pin in the east line of said James H. Bright and wife, Lois Moss Bright property of record in Book 1338, page 626, R.O.D.C. Tn.; thence with said east line N 03° 40' 18" E, 537.65 feet to an iron pin in the south boundary line of Bailey Slavin, Jr., property of record in Book 5852, page 388, R.O.D.C. Tn.; thence with said line, being an old wire fence N 83° 31' 48" E, passing said Slavin's southeast corner and James W. Odum's southwest corner at 14.01 feet and continuing with James W. Odum's south line for a distance of 792.89 feet to an iron pin, being the southeast corner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 21,000.00

Subscribed and sworn to before me, this the 15 day of July 19 83

My commission expires: 10-19-86 (Affix Seal)

Affiant

Notary Public

of said James W. Odum's property of record in Book 5657, page 227, R.O.D.C. Tn. and the southwest corner of the Susan Rebecca Campbell property of record in Book 4489, page 636, R.O.D.C., Tn.; thence with said Campbells south line N 84° 00' 00" E, 135.00 feet to the point of beginning, containing 10.10 acres, more or less.

Being a portion of the same land conveyed from John B. Cobb, County Court Clerk for Nashville, Davidson County, Tennessee, to John S. Jenkins by deed dated November 9, 1944, and of record in Book 1303, page 145, Register's Office for Davidson County, Tennessee. John S. Jenkins died intestate in 1960. His heirs at law were his wife, Gertrude Castleman Jenkins and his daughter Marie Jenkins Smith. Gertrude Castleman Jenkins died intestate in 1972. Her only heir at law being Marie Jenkins Smith who died intestate in 1973. The heirs at law of Marie Jenkins Smith were her husband, James R. Smith, Jr., and her son, Gaylon J. Smith.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, and in the event the above described property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

unimproved ( )
This is improved ( ) property, known as ..... (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 John H. Sutton and wife, Paulett D. Sutton 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* except taxes for 1983 which shall be pro rated between the parties.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John H. Sutton and wife, Paulett D. Sutton *(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 John H. Sutton and wife, Paulett D. Sutton *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, 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 $ insurable 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 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 15 *day of* July, *19* 83

RUSH

H 6 1: 2 2 9

IDENTIFICATION REFERENCE

Jul 19 '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN

James R. Smith Jr.
James R. Smith, Jr.

Ruby M. Smith
Ruby M. Smith

Gaylon J. Smith
Gaylon J. Smith

~~Karen~~ Kayron Harris Smith
~~Karen~~ Kayron Harris Smith

John H. Sutton
John H. Sutton

Paulett D. Sutton
Paulett D. Sutton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James R. Smith, Jr., and wife, Ruby M. Smith; Gaylon J. Smith and wife, Kayron Harris Smith; John H. Sutton and wife, Paulett D. Sutton

*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* 15 *day of* July, *19*83.

NOTARY PUBLIC STATE OF TENNESSEE

Dewey W. Colley
Notary Public

Commission expires 10-19-86

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____ BOOK 6097 PAGE 220

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
			21000.00- CO	
			21000.00- MO	
			54.60 CO TX	
			19.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	83.10-
			2857A07/19/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6: 1: 2 2 9

IDENTIF. REFERENCE

JUL 19 9 57 AM '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

No. 964562