THIS INSTRUMENT PREPARED BY:
Charles C. Morrow, Attorney
3221 Nolensville Road
Nashville, TN 37211 (832-0138)

Installment Deed

BOOK 6147 PAGE 599

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Melvin B. Turner, Sr.	Same	To be Assigned
(NAME:)	(NAME:)	
1908 Dahlia Drive	Same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37210		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand Six Hundred and No/100 ($16,600.00) *Dollars, of which* Thirteen Thousand and No/100 ($13,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Thousand Six Hundred and No/100 ($3,600.00) *Dollars,*

the Grantee *has* executed his promissory note payable to the Grantors in one installment due in ninety (90) days from the date of this deed. Said note bears interest at the rate of 11%.

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, Samuel L. Birchett and wife, Mary Ann Birchett and Virginia R. Birchett *have this day bargained and sold, and do hereby transfer and convey unto the said* Melvin B. Turner, Sr. *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT #1: Beginning at an iron pin on the North margin of an existing fifty foot right-of-way, this right-of-way being Tract #2 hereinafter described; thence with the North margin of said right-of-way, North 89 deg. 32 min. 47 sec. West, 121.23 ft. to an iron pin, thence with a curve to the left, delta of 57 deg. 37 min. 53 sec., radius of 143.75 feet a distance of 169.74 feet to an iron pin, thence South 32 deg. 49 min. 18 sec. West, 142.69 ft. to an iron pin, then with a curve to the right delta of 63 deg. 20 min. 14 sec. radius of 129.69 a distanct of 115.73 ft. to an iron pin, then North 83 deg. 50 min. 29 sec. West 244.59 ft. to an iron pin, then leaving right-of-way, North 04 deg. 54 min. 37 sec. East, 437.60 ft. to the center of Mill Creek, thence with said center, North 79 deg. 36 min. 23 sec. East, 386.60 ft., North 71 deg. 24 min. 43 sec. East, 278.32 ft., thence leaving creek, with the West line of Saad, South 00 deg. 23 min. 37 sec. East passing an iron pin at 47.6 ft., in all a distance of 377.14 ft. to the beginning; containing 6.37 acres more or less, and being a part of Book 1555, Page 8, Fifth Civil District, Davidson County, Tennessee.

BEING the same property conveyed to the Grantors herein from Ruth P. Stephens, a widow, by installment deed as of record in Book 5460, Page 992, Register's Office for Davidson County, Tennessee.
(SEE ATTACHED PAGE FOR REMAINING LEGAL DESCRIPTION)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,600.00

Subscribed and sworn to before me, this the 31st day of August 1983

Affiant

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

Notary Public

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 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 ....., 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 $ .....,

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.

1535

unimproved(X)
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 Melvin B. Turner, Sr. *his (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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Melvin B. Turner, Sr. *(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 ..... hereinafter referred to as trustors, hereby transfer and convey unto ....., 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 $....., 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

TRACT #2: Beginning at a point in the west right-of-way line of Pettus Road, which point is 156.90 ft. South of the common corner of George Stephens and E. Saad. Then North 83 deg. 49 min. 42 sec. West 215.41 feet to a point. Thence North 61 deg. 42 min. 38 sec. West 397.96 ft. to a point, thence North 60 deg. 12 min. West 99.61 ft. to a point, thence North 52 deg. 47 min. 43 sec. West 119.80 ft. to a point; thence South 73 deg. 57 min. 09 sec. West 211.46 ft. to a point, thence North 89 deg. 32 min. 42. sec. West 200.29 ft. to a point. This line being the southern boundary line of the Ellis Saad 10.18 acres which have been previously conveyed by the Grantor herein. Thence continuing North 89 deg. 32 min. 47 sec. West 121.23 ft to a point, said point being the beginning of a curve to the left. Thence South 180 deg. approximately 50 ft. to a point, which point is the return of said curve as shown by an unrecorded survey made by Perry A. Chappelaine, Jr., dated May 12, 1979. Thence South 89 deg. 32 min. 47 sec. East 121.98 ft. to a point. This point being the common corner of the Northwest corner of Mark Stephens and the Grantor. Thence South 89 deg. 32 min. 42 sec. East 206.80 ft. to a point. Thence North 73 deg. 57 min. 09 sec. East 193.64 ft. to a point, thence South 52 deg. 47 min. 43 sec. East 97.97 ft. to a point, thence South 60 deg. 12 min. East 103.50 ft. to a point, thence South 61 deg. 42 min. 38 sec. East 408.39 ft to a point, thence South 83 deg. 49 min. 42 sec. East 225.10 ft. to a point, thence with the same line and bearing continuing 38.15 ft. to a point in the West right-of-way line of Pettus Road, thence North along said right-of-way 50 ft. to the point of beginning. This tract #2 is a 50 ft. strip which lies between the property of Mark Stephens and that of the Ellis Saad and contains 1.57 acres more or less. The Grantor herein reserves for herself, her heirs and assigns, a right-of-way for ingress and egress over this strip from Pettus Road to her adjoining property which borders on the West side of the property herein conveyed.

BEING the same property conveyed to the Grantors herein from Ruth P. Stephens, a widow, by installment deed of record in Book 5460, Page 992, Register's Office for Davidson County, Tennessee.

TRACT #3: Beginning at an iron pin on the North margin of an existing 50 foot right-of-way, this right-of-way being tract #2 conveyed to the Grantors herein by deed of record in Book 5460, Page 992, Register's Office for said County; thence North 89 deg. 32 min. 47 sec. West 121.98 feet to a point; thence N 00 deg. 23 min. 34 sec. West 50 ft. to a point; thence Southerly around a curve having a radius of 143.75' delta 57 deg. 37 min. 53 sec. a distance of 169.74 ft. to a point; thence South 32 deg. 49 min. 18 sec. West 142.69 ft. to a point; thence Southerly with a curve having a radius 129.69' delta 63 deg. 20 min. 14 sec. for a distance of 115.73 ft. to a point; thence North 83 deg. 50 min. 29 sec. West 244.59 ft. to a point; thence South 4 deg. 54 min. 37 sec. East 50 ft. to a point; thence South 83 deg. 50 min. 29 sec. East 695.30 ft. to a iron pin; thence North 00 deg. 23 min. 37 sec. East 297.73 ft. to the point of beginning.

BEING the same property conveyed to the Grantors herein by deed from Ruth P. Stephens as of record in Book 5685, Page 849, Register's Office for Davidson County, Tennessee.

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 31st *day of* August, *19*83

Virginia R. Birchett

Mary Ann Birchett

Samuel L. Birchett

Melvin B. Turner, Sr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Virginia R. Birchett and Melvin B. Turner, Sr.

*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* 31st *day of* August, *19*83

Brenda M. Yates *Notary Public*

Commission expires 4-20-86

BRENDA M. YATES NOTARY PUBLIC DAVIDSON COUNTY

STATE OF VIRGINIA-AT-LARGE

BOOK 6147 PAGE 603

COUNTY OF FAIRFAX

Personally appeared before me, JOHN W GROAT *, a Notary Public in and for said County and State,* Samuel L. Birchett & Mary Ann Birchett

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

Witness my hand and official seal at ANNANDALE, VIRGINIA *this* 25TH *day of* AUGUST, *19*83

Commission expires 2-10-84 *Notary Public*

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 7 7 0 9 9

IDENTIF. REFERENCE

SEP 29 4 22 PM '83

FILED IN OFFICE AND RECORDED
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

SAMUEL L. BIRCHETT, ET UX, ET AL

TO

MELVIN B. TURNER, SR., a single person

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 6147 PAGE 604

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
			16600.00- CO	
			3600.00- MO	
			43.16 CO TX	
			1.60 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	60.26-
			1530A09/29/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7 0 9 9

IDENTIF. REFERENCE

SEP 29 4 22 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 982710