Installment Deed

BOOK 6211 PAGE 251

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. H. Baker (NAME)	Same (NAME)	96-01
4197 Andrew Jackson Pk. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	20.00
Hermitage Tenn. 37076 (CITY) (P.O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	3D266160

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE THOUSAND AND NO/100---- ($75,000.00)---------- *Dollars,*

of which ----------TWENTY-FIVE THOUSAND AND NO/100 ($25,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY THOUSAND AND NO/100----- ($50,000.00)---------- *Dollars,*

J. H. Baker, Trustee

has executed

an installment deed note in the principal amount of $50,000.00 payable to the order of Elvin D. Sanford and wife, Louise Sanford. Said note being due and payable on or before one year from even date. Said note bears interest at the rate of 10% per annum.

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,

Elvin D. Sanford and wife, Louise Sanford

have this day bargained and sold, and do hereby transfer and convey unto the said J. H. Baker, Trustee with full power to sell, transfer, convey, mortgage or encumber without the joinder of any beneficiary, his successors in trust and assigns,

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

Land in Davidson County, Tennessee being a part of Lot 8 and part of Lot 10 on the Plan of the Subdivision of Jerry Bowen Land as recorded in Plan Book 2, page 134, Chancery Court for Davidson County, Tennessee and described according to a survey by John D. McCormick, a copy of which is attached hereto as Exhibit A described as follows to wit:

Beginning at an iron pin in the southerly margin of Benson Road, said point being the northwest corner of the property conveyed to Houston L. Jordan by deed of record in Book 5739, page 113, Register's Office for Davidson County, Tennessee and the northeast corner of the herein described property; thence south 1 deg. 51' west 150.0 feet to an iron pin; thence south 87 deg. 12' east 80.0 feet to an iron pin located in

(Continued)

CHECK

01/10 258.50-

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 75,000

Subscribed and sworn to before me, this the 9 day of Jan 19 94

Affiant

My commission expires: 10-19-96 (Affix Seal)

Notary Public

07

the westerly boundary line of the Carl N. Gessler property described in deed of record in Book 5512, page 480, Register's Office for Davidson County, Tennessee; thence along the westerly margin of the Gessler property south 1 deg. 51' west 189.0 feet to an iron pin, said point being the southeast corner of the herein described property and the boundary line of the property belonging to Stephen P. Sandler, Trustee, as described in the deed from Donelson Shopping Center Corp. of record in Book 5468, page 688 through 700 Register's Office for Davidson County, Tennessee shown on said plat as shopping center property; thence with the common boundary line north 86 deg. 59' west 169.35 feet to an iron pin; thence north 2 deg. 35' east 158.5 feet to a point, said point being the southeast corner of the Wilson B. McCord property described in Deed Book 2875, page 623, Register's Office for Davidson County, Tennessee; thence with the McCord easterly boundary line north 7 deg. 29' east 180.4 feet to an iron pin in the southerly margin of Benson Road; thence along the southerly margin of Benson Road south 87 deg. 16' east 72.3 feet to the point of beginning, containing 1.01 acres, more or less.

Being the same property conveyed to Elvin D. Sanford and wife, Louise Sanford by deed from Phillip Saindon, Trustee of record in Book 5755, page 409, Register's Office for Davidson County, Tennessee. A part of said property was conveyed to Elvin D. Sanford and wife, Louise Sanford by deed from John B. Cobb, Jr., Administrator DBN of the estate of John W. Ethridge of record in Book 6208, page 435, Register's Office for Davidson County, Tennessee.

The above described property is conveyed subject to an easement for Sanitary sewer and/or Storm drainage to Metropolitan Government of record in Book 5652, page 469, Register's Office for said County.

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 J. H. Baker, Trustee his successors in trust ~~(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,* 1984 taxes to be paid by purchaser.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. H. Baker, Trustee, his successors in trust ~~(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 J. H. Baker, Trustee *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 $50,000.00, *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.

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 9th day of January 19 84

Elvin D. Sanford

Louise Sanford

J.W. Baker, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, Elvin D. Sanford and wife, Louise Sanford 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 9th day of January, 19 84

Dewey W. Pedigo
Notary Public at Large

Commission expires 10-19-86

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, *a Notary Public in and for said County and State,* J. H. Baker, Trustee

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

Witness my hand and official seal at Nashville, Tennessee
this 9th *day of* January, *19* 84.

Dewey W. Pedigo
Notary Public

Commission expires 10-19-86

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.....

RUSH

IDENTIF. REFERENCE

FILED FOR RECORD
DAVIDSON COUNTY, TN
JAN 10 9 34 AM '84
FELIX Z. ZOLLICOFFER
REGISTER

H 9 5 8 5

INSTALLMENT DEED

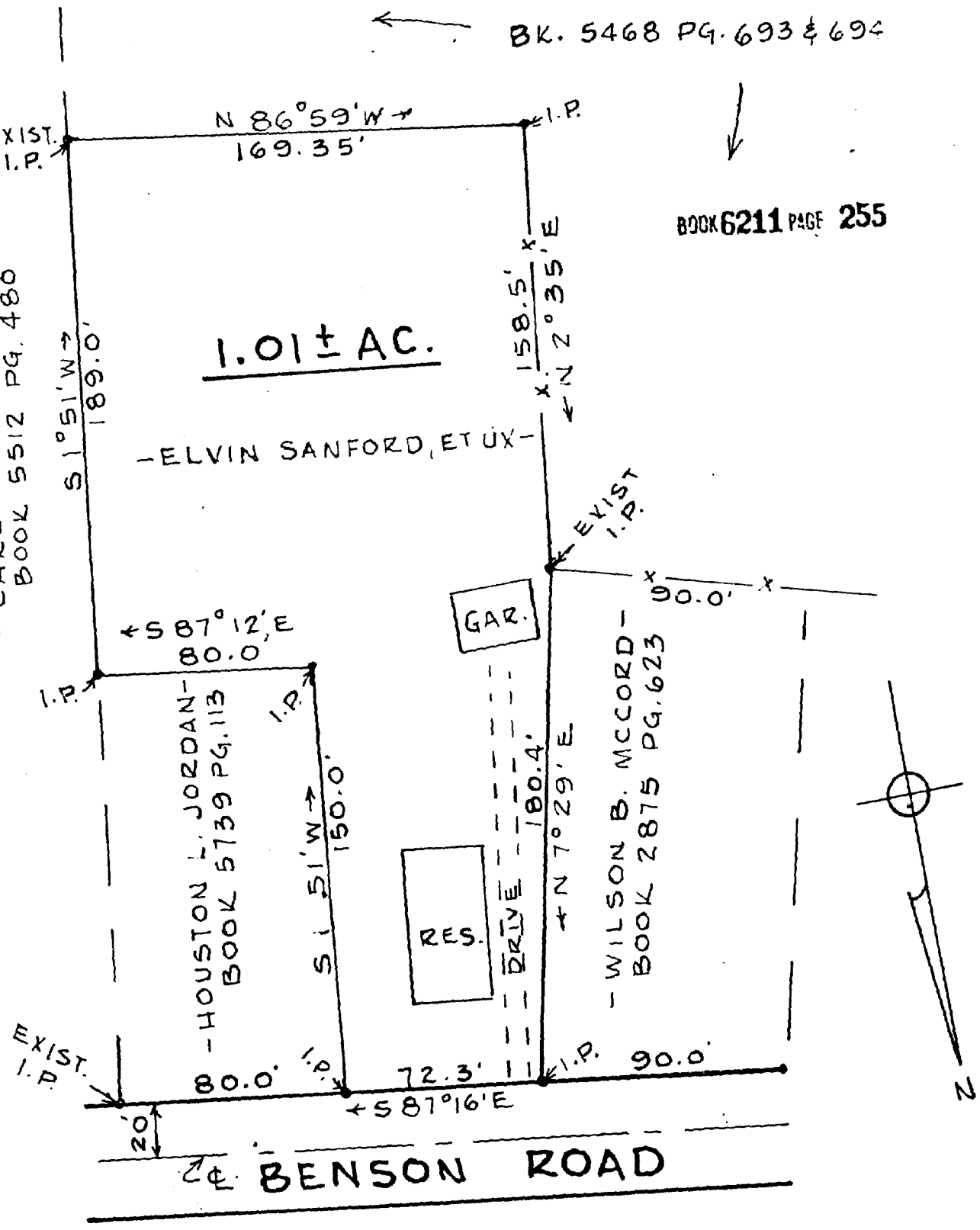
FROM
ELVIN D. SANFORD, ET UX

TO
J. H. BAKER, TRUSTEE

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

PEDIGO & SAINDON

EXHIBIT A



— NOTE —

SEE BOOK 5652 PG. 471 FOR DEDICATION OF EASEMENTS TO THE METROPOLITAN GOV'T. OF DAVIDSON COUNTY TENN.

— BOUNDARY SURVEY —

FOR: ELVIN D. SANFORD & WIFE

DAVIDSON COUNTY, TENNESSEE

DATE: 6-4-81 SCALE 1" = 50'

SURVEY BY: JOHN D. MCCORMICK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

75000.00- CAMT.
50000.00- MAMT.
195.00 CSTAX
48.00 MSTAX
.50 PRFEE
15.00 WDEED
CHECK 258.50-
5107A01/10/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 96585

IDENTIF. REFERENCE

JAN 10 9 34 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 5561