Prepared by
David C. Rutherford P.C.
Nashville City Bank Bldg.
Nashville Tenn. 37201

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Joseph H. Rutherford, and wife, Mary Call Rutherford | same | 53-5 |
| 1008 Westchester Drive | same | P/O Par 212 |
| Madison, Tn. 37115 | same | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

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*FOR AND IN CONSIDERATION of the sum of* Forty Thousand Dollars $40,000.00 *Dollars, of which* Six Thousand $6,000.00 *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty-Four Thousand Dollars $34,000.00 *Dollars,*

Joseph H. Rutherford, and wife, Mary Call Rutherford *have executed* a Promissory note of April 1, 1984 herewith in the amount of Thirty-Four Thousand Dollars ($34,000.00) payable to the order of Catherine B. Rutherford, Katheryn R. Crockett, Amy E. Rutherford, Frank D. Rutherford, Jeanne R. DeMarco, and David C. Rutherford, in 120 monthly installments of Four Hundred Forty-Nine Dollars and 68/100 ($449.68) each, which includes both principal and interest at the rate of 10% per annum; the first installment falling due May 1, 1984, and the others on the same day of each month thereafter.

*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,* Catherine B. Rutherford, Katheryn R. Crockett, Amy E. Rutherford, Frank D. Rutherford, Jeanne R. DeMarco, and David C. Rutherford *have this day bargained and sold, and do hereby transfer and convey unto the said* Joseph H. Rutherford, and wife, Mary Call Rutherford, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee being the easterly 75 feet of Lot 13 on the Plan of the Subdivision of the Calvin Davis Lot, part of Block "B" in E.O.Beazley's Plan of Lots, as of record in Book 57,page85,RODCT. Said easterly portion of Lot ~~13~~ fronts 75 feet on the southerly side of Stratton Avenue and runs back between parallel lines 160 feet to an alley.

Being part of the property conveyed to James W. Rutherford, Katherine Rutherfor Crockett, Amy Rutherford Mosley, now Amy Rutherford, Frank Rutherford, Jeanne Rutherford DeMarco and David C. Rutherford by deed from Raymond H. Darrow, Trustee, of record in Book 5125,page 750, RODCT. James W. Rutherford having since died testate, Will being of record in County Court Clerk's Office of record in Will book _____,page____,Sumner County, TN. A certified copy of said Will being recorded in Book 6259,page 521, RODCT. Said interest of James W. Rutherford in the above described property was devised to Catherine Rutherford and Paul Alfred Rutherford.

I, JO ANN MC CRACKEN, daughter of James W. Rutherford, deceased join in the execution of this instrument for the purpose of conveying any and all interest that I may have in said property, but no further or otherwise.

Jo Ann McCracken
Jo Ann McCracken

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Subscribed and sworn to before me, this the 2nd day of April 1984

David C. Rutherford
Affiant

My commission expires 4/19/87 (Affix Seal)

Notary Public

This is ~~unimproved~~ (XX) property, known as 1104 Stratton Avenue, Nashville, Tennessee (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* Joseph H. Rutherford, and wife, Mary Call Rutherford 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* Joseph H. Rutherford, and wife, Mary Call Rutherford, 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 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* Joseph H. Rutherford, and wife, Mary Call Rutherford L. Ralph DeMarco *Trustee, his successors and hereinafter referred to as trustors, hereby transfer and convey unto 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* $ 40,000.00 *, 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.*

05/10 142.50 CHECK

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*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.*

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*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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.*

Trustors herein also waive their statutory right of redemption.

*The word "Trustors" when used herein shall apply to parties both singular and plural.*

*Witness* our *hand* s *this* 2nd *day of* April, 19 84, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Catherine B. Rutherford
Catherine B. Rutherford

Frank D. Rutherford
Frank D. Rutherford

Katheryn R. Crockett
Katheryn R. Crockett

Jeanne R. DeMarco
Jeanne R. DeMarco

Amy E. Rutherford
Amy E. Rutherford

David C. Rutherford
David C. Rutherford

Jo Ann McCracken
Jo Ann McCracken

Joseph H. Rutherford
Joseph H. Rutherford

Mary Call Rutherford
Mary Call Rutherford

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* the undersigned *a Notary Public in and for said County and State,* Catherine B. Rutherford, Katheryn R. Crockett, Amy E. Rutherford, Frank D. Rutherford, Jeanne R. DeMarco, David C. Rutherford, Jo Ann McCracken, and Joseph H. Rutherford, and wife Mary Call Rutherford *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* 2nd *day of* April, *19* 84.

Maxine Stubblefield
Notary Public

NOTARY PUBLIC
MAXINE STUBBLEFIELD
DAVIDSON COUNTY, TENN.

*Commission expires* 4/19/87

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* .....

**INSTALLMENT DEED**

Catherine B. Rutherford, Katheryn R. Crockett, Amy E. Rutherford, Frank D. Rutherford, Jeanne R. DeMarco, and David C. Rutherford

TO

Joseph H. Rutherford, and wife, Mary Call Rutherford

I 2 1 4 5 2

IDENTIF. REFERENCE

MAY 10 2 26 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

**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 |
|---|---|---|---|---|
| | | | [illegible] | CAPT. |
| | | | 34000.00- | MAMT. |
| | | | 104.00 | CSTAX |
| | | | 32.00 | MSTAX |
| | | | .50 | PRFEE |
| | | | 6.00 | MDEED |
| | | | | CHECK 142.50- |
| | | | 5739A05/10/84 | BAL .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2 1 4 5 2

T. IDENTIF. REFERENCE

MAY 10 2 27 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 35284