B412

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Samuel K. Rutherford, Jr., Et Ux (NAME)	Same (NAME)	
2005 Beechwood (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	104-16-229
Nashville, TN (CITY) (P. O. ZONE) (STATE)	" (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 6310 PAGE 845

FOR AND IN CONSIDERATION OF the sum of Forty-Five Thousand and No/100.....
.....($45,000.00).....DOLLARS

of which $ $22,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory NOTE, of even date, payable to the order of Wilfred Massey and wife, Marinola Massey. Said NOTE in the amount of $22,500.00 is payable in monthly installments of $300.00 each beginning on September 1, 1981 and on the first day of each succeeding month thereafter until principal and interest are fully paid. Each installment includes principal and interest on the unpaid principal balance as specified in said NOTE.

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IDENTIF. REFERENCE

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and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest and attorney's fees, a lien is expressly retained on the land herein conveyed.

WE: WILFRED MASSEY AND WIFE, MARINOLA MASSEY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

SAMUEL K. RUTHERFORD, JR., AND WIFE CLELA M. RUTHERFORD

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 12 on the Plan of the Subdivision of the Estate of Daniel McIntyre, Sr., deceased, as of record in Plan Book 3, page 30, Chancery Court at Nashville.

Said Lot No. 12 fronts 60 feet on the southerly side of Beechwood Avenue and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Wilfred Massey by deed from Willobye K. Soloman, a widow, by instrument of record in Book 5676, page 185, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property known as 2005 Beechwood Avenue, Nashville, TN 37212
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate with the appurtenances, estate, title and interest thereto belonging, to the said grantees their 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 the said real estate to said grantees, their 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein, do hereby transfer and convey unto Wm. F. Carter Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees, do hereby 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 at least the sum of as agreed until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due, and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee may at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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:

3131 05/07 144.00

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 advise 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 notes 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 the grantees herein, their heirs, representatives or assigns. BOOK 6310 PAGE 846

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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of August 19 81.

Wilfred Massey
WILFRED MASSEY

Samuel K. Rutherford, Jr.
SAMUEL K. RUTHERFORD, JR.

Marinola Massey
MARINOLA MASSEY

Clela M. Rutherford
CLELA M. RUTHERFORD

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 45,000.00

Edna A Lyles
Affiant

Subscribed and sworn to before me, this the 1st day of August, 19 81

My commission expires 10-15-83 (Affix Seal)

Heather Potts
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Wilfred Massey & wf., Marinola Massey & Samuel K. Rutherford, Jr., & wf., / Clela M. Rutherford the 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 1st day of August, 19 81

Commission Expires 10-15-83

Heather Potts
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 _____

This instrument was prepared by:

WM. F. CARTER, ATTY.
Name

2401 Hillsboro Road
Nashville, TN 37212
Address

INSTALLMENT DEED

FROM
WILFRED MASSEY, ET UX

TO
SAMUEL K. RUTHERFORD, JR., ET UX

Published by
Pioneer National Title Insurance Company
A Tico Corporation
314 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO 1005 MESSEY 8-1-75

OFFICIAL RECEIPT

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

RECEIVED OF _____ BOOK 6310 PAGE 847

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
			45000.00- CAMT.	
			22500.00- MAMT.	
			117.00 CSTAX	
			20.50 MSTAX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	144.00-
31J1A06/07/84			CAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

JUN 7 12 07 PM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 0043388