Installment Deed

BOOK 6337 PAGE 851

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Porter Eugene Vanatta, et ux	Same	8DA-39025
(NAME)	(NAME)	91-13-239
427 East Bend Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Thousand and 00/100 (30,000.00)-------- *Dollars, of which* Two Thousand and 00/100 (2,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Twenty-eight Thousand and 00/100 (28,000.00)---------- *Dollars,*

Grantees *have executed* their joint promissory note of even date herewith payable in 240 monthly payments of $270.21 each including principal and interest at the rate of 10 per cent per annum, with the first of said monthly payments being due on July 1, 1984, and on the like day of each succeeding 239 months until paid in full; and said monthly payments as made shall be applied first to interest to date and balance to principal;

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, RICHLAND CREEK CHURCH OF CHRIST,

have this day bargained and sold, and do hereby transfer and convey unto the said PORTER EUGENE VANATTA and wife, JACQUELYNE G. VANATTA, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 7, Block "K" of Croleywood Subdivision, as of record in Book 1130, Page 65, Register's Office for said County, more particularly described as follows:

BEGINNING at a point on the westerly margin of East Bend Drive at the corner of Lots Nos. 7 and 8; thence with the line between aid Lots west 202 feet to a point on the line between Lots 6 and 7; thence with the line between said lots, north 60 feet to the southerly margin of Hull Place; thence with the margin of Hull Place east 62.49 feet and onctinuing with the same line east 130.8 feet to the beginning of a curve; thence around said curve in a southeasterly direction 47.12 feet to the westerly margin of East Bend Drive; thence with the margin of the same south 30 feet to the point of beginning.

Being the same property conveyed to Richland Creek Church of Christ by deed from Fannie J. Francis as of record in Book 5293, Page 992, Register's Office for said County.

Restrictions of record in Book 1358, Page 141, Register's Office for Davidson County, Tennessee.

Taxes for 1984 to be pro rated and assumed by Grantees.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Subscribed and sworn to before me, this the 13th day of June, 19 84

Jacquelyne G. Vanatta
Affiant

My commission expires: October 20, 1985
(Affix Seal)

Eunice Miller
Notary Public

This is improved ( ) unimproved ( ) property, known as East Bend Drive, Nashville, TN
(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 Porter Eugene Vanatta and wife, Jacquelyne G. Vanatta, their *(successors), heirs and assigns forever.* It *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unincumbered.*

It *further covenant and bind* itselve, its assigns ~~xxx~~ *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 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 Porter Eugene Vanatta and wife, Jacquelyne G. Vanatta, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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.*

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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 hereafter be 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

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

Witness our *hand* s *this* 18th *day of* June, *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.*

RICHLAND CREEK CHURCH OF CHRIST

By: J. H. Wattle Jr.
Trustee

Porter E. Vanatta
Porter Eugene Vanatta
Jacquelyn G. Vanatta

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* Porter Eugene Vanattta and wife, Jacquelyne G. Vanatta,

the bargainor s *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 18th *day of* June, *19*84.

My commission expires 10-20-85 *Notary Public* Eunice McCee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* xxx *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* himself *to be* xx Trustee of xxx xxxxxxxxxxxxx Richland Creek Church of Christ, *the within named bargainor, a corporation, and that* he *as such* Trustee *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* Trustee *as* xx.

Witness my hand and seal, at office in Nashville, Tennessee, *this day of* June, *19* 84.

Eunice Miller *Notary Public*

Commission expires 12-20-85

INSTALLMENT DEED

FROM
RICHLAND CREEK CHURCH OF CHRIST

TO
PORTER EUGENE VANATTA AND WIFE,
JACQUELYNE G. VANATTA

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attys.
Suite 500
230 Fourth Avenue North
Nashville, TN 37219

MAIL ENV.

I 3 6 1 3 9

IDENTIF. REFERENCE

JUL 16 8 22 AM '84

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

Published by
Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

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CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			30000.00- CONT.	
			26000.00- LOAN	
			78.00 COTAX	
			26.00 MGTAX	
			.50 PRFEE	
			6.00 RDEED	
			CHECK	110.50-
			3663207/16/84 BAL	.01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

T 3 6 1 3 9

IDENTIF. REFERENCE

JUL 18 8 22 AM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No.0052621