Installment Deed

BOOK 6574 PAGE 834

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
John A. Thweatt (NAME)	Same (NAME)	Map 96
P. O. Box 2658 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 5
Nashville, Tn. 37219		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand ($100,000.00) and no/100 - *Dollars,*

of which Thirty Thousand ($30,000.00) and no/100 - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy Thousand ($70,000.00) and no/100 - *Dollars,*

John A. Thweatt individually and John A. Thweat, Trustee has executed his promissory ~~note payable to J. Ross Cheshire, Jr., Trustee, as follows: $17,500.00 together with~~ interest accrued on the unpaid balance at the rate of 11% per annum on ~~December 5, 1985; $17,500.00 together with interest accrued on the unpaid balance~~ at the rate of 11% per annum on June 5, 1986; $17,500.00 together with interest accrued on the unpaid balance at the rate of 11% per annum on December 5, 1986 and $17,500.00 together with interest accrued on the unpaid balance at the rate of 11% per annum on June 5, 1987; 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,

I, J. Ross Cheshire, Jr., as Trustee for Ethel Lorene Connor, pursuant to the terms of the Trust created under the will of Ethel C. Bacherig of record in Will Book 117, page 327, County Court Clerk's office of Davidson County, Tennessee, and pursuant to the powers granted to the Trustee under said Will,

have this day bargained and sold, and do hereby transfer and convey unto the said John A. Thweatt, Trustee, his successors and assigns,

certain real estate in Davidson County, Tennessee, described according to a survey made by Ragan-Smith-Murphy & Associates, Inc. dated July 25 , 1984, as follows: Beginning at an iron pin set in the northerly margin of Stewarts Ferry Road, said iron pin being 1692 feet, more or less, westerly from the centerline of Interstate Highway 40 and being the southwesterly corner of the Hickory Bend Methodist Church property as recorded in Deed Book 3761, page 200 and Deed Book 4091, page 946, Register's Office for Davidson County, Tennessee,and proceeding as follows: With the northerly margin of Stewarts Ferry Road, N 88 deg. 31' 31" W, 4.93 feet to an existing concrete right-of-way monument; thence, N 78 deg. 47' 55" W, 144.88 feet to an existing concrete right-of-way monument; thence westerly with a 4108.86 feet radius curve to the right, being tangent to neither the preceeding or proceeding call, a distance of 250.82 feet to an existing concrete right-of-way monument; said curve having a chord bearing and distance of N 79 deg. 05' 31" W, 250.785 feet; thence N 79 deg. 55' 14" W, 42.00 feet to an existing concrete right-of-way monument; thence S 12 deg. 30' 30" W, 45.54 feet to an existing concrete right-of-way monument; thence N 77 deg. 32' 17" W, 323.14 feet to an iron pin set; said iron pin being the southeasterly corner of theState of Tennessee Feebleminded Home as recorded in Deed Book 571, page 169, Register's Office for said County, presently addressed and hereafter referred to as State of Tennessee Clover Bottom Hospital and School; thence leaving the northerly margin of Stewarts Ferry Road and with the easterly line of Clover Bottom Hospital and School property, N 35 deg. 40' 34" E, 638.29 feet to an iron pin set; thence N 45 deg. 47' 13" E, 312.57 feet to an iron pin set; thence N 65 deg. 19' 15" E, 252.00 feet to an iron

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value, whichever is greater, for this transfer is $ 100,000.00
Subscribed and sworn to before me, this the 5th day of June, 1985

Affiant

My commission expires: Oct. 20-85 (Affix Seal)

Notary Public

pin set; said iron pin being the most northerly corner of the herein described tract on a common line of the Clover Bottom Hospital and School property and the Hickory Bend Methodist Church property; thence with the westerly line of the Hickory Bend Methodist Church property, S 4 deg. 04' 47" W, 950.71 feet to the point of beginning and containing 432,680 sq. ft. or 9.933 acres.

Included in the above description but excluded therefrom is the property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 6420, page 729, said Register's Office.

Being part of the property conveyed to J. Ross Cheshire, Jr., Trustee, by deed from James T. Connor et al. of record in book 5260, page 451, said Register's Office.

The said Thweatt, or his assigns, reserves the right to prepay the principal or any part thereof prior to maturity, and also shall have the right to have Cheshire make partial releases of the mortgage lien, from time to time, on a per acre basis upon prepayment of $15,000.00 per acre, said amount to be prorated on fractional parts of an acre, but no part of the four semi-annual payments on the mortgage principal and interest, as hereinabove provided, shall be treated as a prepayment for partial release purposes. In the event Thweatt requests a partial release of the mortgage lien, he shall furnish to Cheshire a legal description, determined by proper survey, of that part of the property for which a mortgage release is requested.

The above property is subject to the following easements:
Easement for the center of Stewarts Ferry Road lying within premises as herein described; easement for sanitary sewer and/or storm drainage as of record in book 4772, page 720, Register's Office for Davidson County, Tennessee; and subject to a 150 foot T.V.A. right-of-way easement of record in Book 1303, page 30, said Register's Office.

This is unimproved (X) improved ( ) property, known as Stewarts Ferry Road (House Number) (Street) near Donelson (P. O. Address:) Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John A. Thweatt, Trustee, his successors and assigns, ~~(successors)~~ ~~heirs and assigns~~ *forever.* I, as Trustee, *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered,* except for 1985 property taxes which are prorated as of date of deed and assumed by grantee, and easements as aforesaid.

I, as Trustee myself, my successors *further covenant and bind* ~~heirs~~ and representatives, *to warrant and forever defend the title to said real estate to said* John A. Thweatt, Trustee, his successors and assigns ~~(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 John A. Thweatt, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Cheshire, III, *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

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.. BOOK 6574 PAGE 336

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 5 *day of* June, *19* 85

J. Ross Cheshire, Jr., Trustee

J. Ross Cheshire, Jr., Trustee

John A. Thweatt, Trustee

John A. Thweatt, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James E. Elmore, *a Notary Public in and for said County and State,* J. Ross Cheshire, Jr., Trustee for Ethel Lorene Connor,

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* 5 *day of* June, *19* 85

James E. Elmore *Notary Public*

Commission expires 10-20-85

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Janie E. Elmore, *a Notary Public in and for said County and State,* John A. Thweatt, Trustee, for Grantee, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 5th *day of* June, *19* 85.

Janie E. Elmore *Notary Public*

JANIE E. ELMORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 10-20-85

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 .....

J 10544

IDENTIF. REFERENCE

JUN 6 8 51 AM '85

REGISTER'S OFFICE DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
J. Ross Cheshire, Jr., Trustee

TO
John A. Thweatt, Trustee

This instrument prepared by
J. Ross Cheshire, Jr., Atty.
Box 150202, Nashville, Tn.
37215.

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

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
			100000.00- CAMT.	
			70000.00- MAMT.	
			260.00 CSTAX	
			68.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 340.50-	
			5090A06/06/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J. I. O S. 4. 4

IDENTIF. REFERENCE

JUN 6 8 51 AM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 141588