Installment Deed

BOOK 6522 PAGE 347

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Childress McCutcheon	Same	031-00-0
(NAME:) 320 Welch Road, Apt. N-8	(NAME:)	08200
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37211	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand Dollars ($20,000.00) *Dollars,*

of which One Thousand Dollars ($1,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Nineteen Thousand Dollars ($19,000.00) *Dollars,*

CHILDRESS McCUTHEON and wife, IRA D. McCUTCHEON, Grantees, *have executed* their promissory note of even date herewith in the principal amount of $19,000.00 payable to Grantors as follows: The sum of $1,000.00 on September 10, 1985; the balance of $18,000.00, together with interest thereon from September 10, 1985, at the rate of 7% per annum, being payable in monthly installments of $245.41, first payment being due October 10, 1985, and final payment being due September 10, 1993;

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, we,

JAMES ARTHUR McCUTCHEON and wife, MATTIE MARIA McCUTCHEON,

have this day bargained and sold, and do hereby transfer and convey unto the said

CHILDRESS McCUTCHEON and wife, IRA D. McCUTCHEON, their

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, lying in Tranthan Hollow in the former 24th Civil District of said County, and in the present 14th District described according to a survey made by C. E. Martin, Surveyor, dated March 19-23, 1967, as follows:

Beginning at a point in the center line of Tranthan Road in the north line of R. W. Trotter, thence with his line and the center line of Tranthan Road N. 30° W. 202.25 feet to an iron pin, being the southwest corner of Tract No. 1 on said Plat of Survey, which Tract No. 1 was conveyed by Aubrey Vance McCutcheon and Aubrey Ann Berry to Childress McCutcheon by deed of record in Book 4519, page 508, Register's Office for Davidson County, Tennessee; thence N. 67° 42' E. along the dividing line between tracts numbers 1 and 2 on said plat, a distance of 1,998.70 feet to a point in the westerly line of Elsie Lee Hicks; thence S. 59° 33' E. 100 feet to a point; thence S. 27° 33' E. 135.2 feet to a point; thence S. 29° 3' E. 188.35 feet to a point; thence S. 11° 53' E. 332.90 feet to a point; thence S. 6° 53' E. 126.60 feet to a point; thence S. 53° 7' E. 184 feet to a point in the northerly property line of Hollis L. Wright; thence S. 73° 18' W. a distance of 1,388.90 feet to a point in the northerly property line of Henry Carr; thence S. 46° 19' W. 208.75 feet to a point; thence S. 17° 39' E. 239.25

This instrument was prepared by Rebecca Thomas, Attorney
300 James Robertson Parkway, Nashville, TN 37201

feet to a point; thence S. 73° 04' 35" W., crossing said Tranthan Road, a distance of 1,434.2 feet to a point in the easterly property line of William Ray Johnson, et ux.; thence N. 15° 41' W. a distance of 601.74 feet to a point in the southerly property line of R. W. Trotter; thence N. 77° 50' E. along the said property line of R. W. Trotter, a distance of 912.20 feet to a point; thence N. 17° 22' W. a distance of 437.55 feet to the point of beginning in the center line of said Tranthan Road; containing 55.5 acres more or less.

Included in the foregoing description, but excluded therefrom is the right-of-way for Tranthan Road.

Being the same property conveyd to James Arthur McCutcheon by dedd of Aubrey Vance McCutcheon, et al., of record in Book 4515, page 295, Register's Office for Davidson County, Tennessee, as corrected by deed of correction of record in Book 4549, page 231, said Register's Office.

unimproved ( ) This is improved (X) property, known as 5008-5009 Tranthan Road, Whites Creek, 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 Childress McCutcheon and wife, Ira D. McCutcheon, Grantees, 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.*, except by taxes for 1985, which are assumed by the Grantees.

We *further covenant and bind* ourselves, our *heirs 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 Childress McCutcheon and wife, Ira D. McCutcheon, *hereinafter referred to as trustors, hereby transfer and convey unto* Rebecca Thomas, *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.

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 31st *day of* July, *19* 85.

James A McCutcheon Sr
JAMES ARTHUR McCUTCHEON

Mattie Maria McCutcheon
MATTIE MARIA McCUTCHEON

Childress McCutcheon
CHILDRESS McCUTCHEON

Ira D. McCutcheon
IRA D. McCUTCHEON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* James Arthur McCutcheon and wife, Mattie Maria McCutcheon, and Childress McCutcheon and wife, Ira D. McCutcheon, or proved to me on the basis of satisfactory evidence, *the within named bargainors, 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* 5th *day of* August, *19* 85.

William N. Cheek *Notary Public*

Commission expires 10-20-85

STATE OF.....

COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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 corporatoin by .....*self as*.....

Witness my hand and seal, at office in.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

AUG 5 12 44 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

2.60 4 8

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $20,000.00.

Childress McCutcheon
AFFIANT

Sworn to and subscribed before me this 5th day of August, 1985.

William H. Cameron
NOTARY PUBLIC

My commission expires: 10/20/85

INSTALLMENT DEED

FROM

JAMES ARTHUR McCUTCHEON, ET UX.

TO

CHILDRESS McCUTCHEON, ET UX.

Compliments of

Guaranty Title Company

A Division of

Kansas City 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
			20000.00- CA'T.	
			19000.00- 'IA'T.	
			52.00 CSTAX	
			17.00 'ISTAX	
			.50 P'REE	
			12.00 WDE'D	
			CHECK	81.50-
			4296A08/05/85 3AL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2604 8

IDENTIFI REFERENCE

AUG 5 12 44 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 160334