3221 NOLENSVILLE

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
D. A. Buttrey

TO
Joel Damon Regen and wife,

Cynthia Ann Regen

For draftsman's use
Rick N. Johnson
3221 Nolensville Road
Nashville, TN 37211
(832-0138)

BOOK 6227 PAGE 20 468

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joel Damon Regen, et ux (NAME)	Same (NAME)	169 26
8797 Highway 100 (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Nashville, TN (CITY) (STATE) (P. O. ZIP)	Same (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

27.618 IDENTIFICATION REFERENCE

AUG 9 3 39 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 55,000.00 Joel Damon Regen
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31 DAY OF July 19 85

Notary Public

MY COMMISSION EXPIRES: 7-17-88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty-Five Thousand and No/100---------- ($55,000.00)---------- **DOLLARS**

of which $ 15,000.00 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 in the amount of $40,000.00 payable to the order of D. A. Buttrey and George Buttrey payable as therein specified. The holder and grantor herein agree that such note cannot be assumed, transferred or otherwise conveyed to another purchaser without written permission of the holder. If said property is conveyed to another person without written permission of the holder, the holder can call this note at once due and payable.

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.

I, D. A. Buttrey, an unmarried widower

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Joel Damon Regen and wife, Cynthia Ann Regen

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

SEE ATTACHED EXHIBIT "A" FOR A MORE COMPLETE LEGAL DESCRIPTION

This is unimproved ( ) improved (X) property, known as 8797 HIGHWAY 100, NASHVILLE, TENNESSEE
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appur[tenances], 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 lien notes, 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 Rick M. JOhnson 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 [hereafter erected] on said property, insured in some reliable fire insurance company or companies for at least the sum of $ full value 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:

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.

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 31 day of July, 1985.

× D. A. Buttrey

× Joel Damon Regen

× Cynthia Ann Regen

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 D. A. Buttrey, Joel Damon Regen and wife, Cynthia Ann Regen

the bargainors, 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, Tennessee, this 31 day of July, 19 85.

× Notary Public

Commission expires 7-12-88

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, (or proved to me on the basis of satisfactory evidence), 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 _____

EXHIBIT "A"

Lying in the 9th Civil District of said County, and described as follows:

Beginning at a point in the southerly margin of Highway No. 100, at the northwest corner of the property conveyed to James E. Ensey by deed of record in Book 936, page 648, Register's Office for said County; thence along said highway, South 60 degrees west 12 poles to the northeast corner of a 2.5 acre tract conveyed to C. D. King and wife, by deed from Lizzie Baltimore et al, of record in Book 918, Page 692, said Register's Office; thence along King's easterly line, south 27 degrees east 38 poles to King's southwest corner in J. H. Cartwright's west line; thence with Cartwright's west line, north 3 1/2 degrees east 27 poles to the corner of the James C. Ensey tract; thence with his west line, north 29 degrees west 17.5 poles to the beginning, containing 2 acres and 56/100 poles, more or less.

Land in the 9th Civil District of Davidson County, Tennessee, near Highway 100 or Old Harding Pike and being a portion of 10.10 and 6.75 acre tracts as indicated on plat which was conveyed by deed to Davids Cartwright and wife, Audie Cartwright, by Gertrude Cartwright York and others on July 22, 1940, of record in Book 1142, Page 395, Register's Office for Davidson County, Tennessee, surveyed as follows by S. H. Hutchison April 7, 1954:

Beginning at a stake in Fred King's east line on north side of an 8-foot raod; thence with Fred King's east line N. 1 degrees and 30 minutes east striking the southeast corner of a 2.56 acres lot already owned by D.A. Buttrey at 4 poles in all 29 poles to stake, Glenn Perry's southern corner; thence south 20 degrees 30 minutes east 29.5 poles to stake in north boundary of an 8-foot road of Fred King's; thence with north boundary of said road south 87 degrees west 12 poles to the beginning, containing 1.08 acres, be the same more or less.

Being the same property conveyed to D. A. Buttrey and wife, Mattie Mae Travis Buttrey by deed form Clarence York and wife, Frances York by deed of record in Book 2026, Page 261, Register's Office and same property conveyd to D. A. Buttrey and wife, Mattie Mae Travis Buttrey by deed from Clarence York and wife, Frances York of record in Book 2061, Page 261, said Register's Office. The same Mattie Mae Buttrey and Mattie Mae Travis Buttrey being one and the same person and having since died.

OFFICIAL RECEIPT

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

RECEIVED OF BOOK 5627 PAGE 471

FOR

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
			95000.CO- CNTY.	
			40000.CO- MA.TT.	
			143.00 CSTAX	
			38.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	190.50-
			6230A08/09/85 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2.7.6 1 8

IDENTIFICATION REFERENCE

AUG 9 3 39 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 162220