Installment Deed

BOOK 6646 PAGE 833

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Eldon E. Carter, et ux	Same	96 5 88
(NAME)	(NAME)	
3201 Toddway Court		3DZ 17815
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Donelson, Tennessee 37214		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Eighty Thousand and No/100 (80,000.00)---------- *Dollars, of which* Twenty Thousand and No/100 (20,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Sixty Thousand and No/100 (60,000.00)---------- *Dollars,* Eldon E. Carter and wife, Treba J. Carter, *have executed* their one note of even date in the principal amount of Sixty Thousand and No/100 Dollars ($60,000.00) at no interest, payable in full at either the death of both C. S. Belcher and wife, Bessie M. Belcher or if the Grantors need to leave the home for a nursing home, then the Grantees shall have possession of the property and shall pay the note in full at that time.

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, C. S. Belcher and wife, Bessie M. Belcher, *have this day bargained and sold, and do hereby transfer and convey unto the said.* Eldon E. Carter and wife, Treba J. Carter *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 3rd, formerly 2nd Civil District of Davidson County, Tennessee, being part of Lot No. 1 on the Plan of the General Gillem Lands as of record in Plan Book 1, page 141, Chancery Court at Nashville, described as follows:

Beginning in the center of Polk Avenue, formerly the Donelson Road, at the southeast corner of the D. M. Baker, or J. H. Bradford, Trustee, lot; thence North 87 1/2 deg. West with the south line of said lot, 180 feet to the east line of the J. M. Whitworth land; thence with said line South 2 1/2 deg. West 120 feet to Rance Colly's northwest corner; thence with his north line, South 87 1/2 deg. East 180 feet to the center of said Avenue; thence with the center of said Avenue, North 2 1/2 deg. East 120 feet to the beginning.

Included in the above described property, but Excluded herefrom is that portion of the premises conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee by deed from C. S. Belcher and wife, Bessie M. Belcher, of record in Book 4090, page 798, said Register's Office, described as follows:

A certain tract or parcel of land lying, being and situated in the 14th Councilmatic District of the Metropolitan Government of Nashville and Davidson County, Tennessee, being part of Lot No. 1 on the Plan of the General Gillem Lands, as of record in Plan Book 1, page 141, Chancery Court at Nashville and described as follows:

Beginning in the original West margin of Polk Avenue, now Donelson Pike at the northeast corner of the Belcher Land; running thence North 85 deg. 25' West 20.0 feet along the Belcher North property line to a point on the new relocated West margin of Donelson Pike; thence South 0 deg. 38' 30" East 120.23 feet along the new relocated West margin of Donelson Pike to a point on Belcher's South property line; thence South 82 deg. 35' East 12.4 feet along Belcher's South property line to a point on the original margin of Polk Avenue, now Donelson Pike; thence North 2 deg. 23' East 150.0 feet along the original West margin of Polk Avenue, now Donelson Pike to the point of beginning, containing 2040 square feet, more or less.

Being part of the same property conveyed to C. S. Belcher and wife, Bessie M. Belcher, by deed from William E. Belcher and wife, Betty Lou Hollis Belcher of record in Book 3248, page 463, said Register's Office.

Also the right for a temporary slope easement to extend 5 feet beyond the new relocated West margin of Donelson Pike, said slope easement is to become null and void after the completion of construction of Donelson Pike.

The Grantors shall retain possession of the property until either the death of both of them or if they have to leave the home for a nursing home, then the Grantees shall have possession of the property.

The trailer is to remain with the property.

The Grantors shall pay the property taxes until possession of the property is given to the Grantees.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater for this transfer is $ 80,000.00

Subscribed and sworn to before me, this the 3rd day of September 19 85

Affiant

My commission expires: April 19, 1987 (Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 200 Donelson Pike, Donelson, Tennessee 37214
(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 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.

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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto William B. Bruce, *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 $ 60,000.00 *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 3rd *day of* September, *19*85.

C. S. Belcher

C. S. BELCHER

Bessie M. Belcher

BESSIE M. BELCHER

Eldon E. Carter

ELDON E. CARTER

Treba J. Carter

TREBA J. CARTER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, William B. Bruce, *a Notary Public in and for said County and State,* C. S. Belcher and wife, Bessie M. Belcher and Eldon E. Carter and wife, Treba J. Carter

*the within named 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* 3rd *day of* September, *19*85.

William B. Bruce, *Notary Public*

Commission expires April 19, 1987

INSTALLMENT DEED

FROM

C. S. BELCHER
and wife,
BESSIE M. BELCHER

TO

ELDON E. CARTER
and wife,
TREBA J. CARTER

THIS INSTRUMENT PREPARED BY:

William B. Bruce
Attorney at Law
1610 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 244-5432

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
Sep 4 9 54 AM '85

IDENTIFICATION REFERENCE

3 3 6 1 5

STATE OF .....
COUNTY OF .....

Personally appeared before me, ...
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*....

Commission expires .....

.....*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.....

BOOK 6646 PAGE 838

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6646 PAGE 837

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

80000.00- CAMT.
60000.00- MAMT.
208.00 CSTAX
58.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 278.50-
3533A09/04/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

33615

IDENTIFICATION REFERENCE

SEP 4 9 54 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 169349