PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201

File 21

# INSTALLMENT DEED

BOOK 6754 PAGE 572

| New Owner: | Send Tax Bills To: | Map & Parcel No.: |
|---|---|---|
| H. Ray Eanes, et ux<br>2145 Shaw Rd<br>Goodlettsville, Tn 37072 | Same | Map 23<br>Parcel 94<br>10D-06800 |

FOR AND IN CONSIDERATION OF the sum of Two Hundred Sixty-five Thousand Dollars ($265,000), of which $50,000 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 given their note of even date in the amount of $215,000 payable to grantors as therein set out; reference is here made to said note for the terms and conditions thereof; 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.

We, Nathan Wall and wife, Patricia Wall, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto H. Ray Eanes and wife, F. Joan Eanes, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Being in the 10th Civil District of Davidson County, Tennessee, and described as BEGINNING at a point in the center of Cummings Creek Road; thence South 86° East 39.31 poles to a stone; thence South 9° East 152 poles to a stake near a large beech, thence North 86-1/4° West 7.65 poles to a stone; thence North 8-1/4° West 34.50 poles to a stone dogwood pointer; thence North 88-1/4° West 52.75 poles to a stone near a sycamore stump; thence North 49-1/4° West 66.50 poles to a cherry tree, now a stump; thence North 39-1/4° West 4.50 poles to the center of the Cummings Creek Road; thence North 36-1/2° East 73 poles to a point in the center of said Cummings Creek Road; thence North 81-1/4° East 10 poles to a point in the center of the said Cummings Creek Road, thence North 30-1/4° East 10.52 poles to the point of beginning, containing 57.90 acres.

TRACT II: Consisting of three tracts in the 10th, formerly the 22nd Civil District of Davidson County, Tennessee, described as follows:

TRACT I: Containing by estimation 14-1/4 acres, Beginning at a beech in George Webber's line; thence South 1/2° West 45 poles on top of ridge; thence north 64-3/4° west 18-1/2 poles to a beech; thence North 58-1/2° West 12-1/2 poles; thence South 80-1/2° 37 poles to Durard's line; thence North 36 poles to Webber's corner; thence East 63 poles to the beginning.

TRACT II: Containing by estimation 12-65/100 acres, less 6 acres conveyed by M. M. Lanier to G. W. Brace, both of these tracts being conveyed by deed registered in Book 1213, page 2022, Register's Office for Davidson County, Tennessee, in May 1896, by Mrs. Ida M. Lanier, widow of H. M. Lanier, to W. L. Durard and to which reference is made for a more particular description, and

TRACT III: Containing by estimation 6-42/100 acres, BEGINNING at a stump on the ridge, one of John Webber's corner; thence 52-1/2° East 13-35/100 poles; thence North 77-1/4° East 26-60/100 poles to M. J. Brace's line; thence with his line, North 12° West 13-48/100 poles to an elm; thence West 52-75/100 poles; thence South 13-1/2° West 36 poles to the beginning, and being the same tract conveyed by R. E. Lee and wife, to

W. L. Durard by deed registered in Book 274, page 262, Register's Office for said County, and to which reference is made for a more particular description.

Included in the above description but excluded from this conveyance are two tracts of land located on the northerly margin of Shaw Road being a 2.6± acre tract being Parcel 70 on Map 23 of the Metropolitan Planning Maps and an 8.99± acre tract being Parcel 92 on said Map 23.

The tract conveyed herein is 73.81 acres, more or less, and is known as Parcel 92 on said Map 23.

Being the same property conveyed to Nathan Wall by deed of record in Book 4692, page 919, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, 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 Hunter Short, 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 to be hereafter erected on said property insured in some reliable fire insurance company or companies for at least the sum of $(insurable amount) 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 30 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 20 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 courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right to redeem property as provided in T.C.A. § 66-8-101, 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: 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.

Patricia Wall, wife of the grantee, hereby joins in this instrument for the purpose of waiving all her homestead or other marital rights in said property in favor of the vendor's lien retained hereunder and for no other purpose.

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 2nd day of January, 1986.

H. Ray Eanes

Nathan Wall

F. Joan Eanes

Patricia Wall

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, H. Ray Eanes and wife, F. Joan Eanes, and Nathan Wall and wife, Patricia Wall, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 2nd day of January, 1986.

Gail H. Moore
Notary Public
My Commission expires: 1-18-87

GAIL H. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $265,000.

Affiant

Subscribed and sworn to before me, this the 2nd day of January, 1986.

Gail H. Moore
Notary Public
My Commission expires: 1-18-87

GAIL H. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

65907

IDENTIFICATION REFERENCE

JAN 3 9 27 AM '86

FELIX Z. MCLEAN III REGISTER
DAVIDSON COUNTY

**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 |
|---|---|---|---|---|

26500[illegible].00- CAMT.
21600[illegible].00- MAMT.
663.00 CSTAX
213.00 MSTAX
.50 PRFEE
12.00 MDEED
CHECK 914.50-
2341A01/03/06 BAL .00

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

6 5 9 0 7

IDENTIFICATION REFERENCE

JAN 3 9 97 AM '86

FELIX Z. WILSON, II
DAVIDSON COUNTY

No. 207182