mail

This instrument was prepared from information furnished by the parties.

by: Ronald S. Nunn
6895 Edmondson Pike
Brentwood, Tennessee

Mail tax Statements To:

David R. Guess, et ux
124 Brookridge Drive
Lavergne, Tennessee 37086

Address of New Owner

Same

From: Ronald S. Nunn et ux

To: David R. Guess, et ux

TAX MAP 187

PARCEL PART OF 20

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Four Thousand Dollars ($4,000.00), of which Two Thousand Four Hundred Dollars ($2,400.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of One Thousand Six Hundred Dollars ($1,600.00), Grantees have executed an Installment Deed Note of even date herewith payable to Ronald S. Nunn and wife, Joye E. Nunn at the rate of twelve percent (12%) per annum, with the balance in full due on or before the 5th of April 1988, said note is over a period of two years as indicated in a separate note, prepayment is allowed and providing for payment of attorney's fees, a lien is expressly retained on the land herein conveyed, Ronald S. Nunn, and wife, Joye E. Nunn as Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said David R. Guess and wife, Wanda L. Guess, the Grantees, their heirs and assigns, certain real estate located in Davidson County, Tennessee, as follows:

LAND in the 5th Civil District of Davidson County, State of Tennessee, bounded on the North by Tract 5-B of this survey; the East by property of Andy Burkitt, Tax Map 187, parcel 21; the South by Tract 4-A of this survey; the West by Lucien Battle, Deed Book 2279, page 319. As described according to an unrecorded survey by Robert Francis, a licensed Surveyor (license No. 669), dated 24 January, 1986.

Beginning at a pin in the fence line with Andy Burkitt; this being the NE corner of this tract and the beginning of this survey; Thence crossing right of way and with south line of tract #5-B, of this survey, to which this tract is to be added, N 86 degrees 14' 25" W 486.02 feet to a pin in the east fence of Lucien Battle; thence with east fence of Battle S 04 degrees 29' 33" E 89.5 feet to a point in the fence; thence , thence with north line of tract #4-A of this survey S 86 degrees 14' 25" E 487.96 feet to a point, this being the SE corner of this tract; thence with west fence of Andy Burkitt N 3 degrees 15' E 89.5 feet to the beginning, containing 1.00 acres more or less.

INCLUDED in this tract is a 50 foot right of way for private roadway easement as recorded in Deed Book 6653, page 29 R.O.D.C. for ingress an egress and for the laying an maintenance of water lines as needed by tract owners and in addition a 15 foot easement for power and phone service and maintenance shall be maintained west of and adjioning the same road way.

BEING part of the property conveyed to Ronald S. Nunn and wife, Joye E. Nunn, by deed of record in Deed Book 6633, Page 814, Register's Office, Davidson County, Tennessee.

SUBJECT to Restrictive Covenants recorded in Book 6653, page 27 Register's Office Davidson County, Tennessee.

SUBJECT to Land Owners Association created for the purpose of maintaining a private roadway and of record in Book 6653, page 29 R.O.D.C. In partial consideration for this conveyance the Grantees agree to abide and comply with the terms, conditions and requirements of said Land Owners Association.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said David R. Guess and wife, Wanda L. Guess , the Grantees, their heirs and assigns forever, We covenant that Ronald S. Nunn and wife Joye E. Nunn 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 for the 1986 taxes which the Grantors assume and agree to pay and a prior Deed of Trust of record in Book 6633, page 817, R.O.D.C.

Grantors further covenant and bind themselves, thier heirs and representatives, to warrant and forever defend the title to 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpaymnet of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is hereby acknowledged, the said David R. Guess and wife, Wanda L. Guess, hereinafter referred to as Trustors, hereby transfer and convey unto, Ronald S. Nunn, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts: Trustors 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 and 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 ten percent (10%) 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, 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, or pay any 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 (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 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 successors in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) 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, 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: 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 paymant of all unpaid indebtedness 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 Trustors, their order, representatives or assigns. In case of the death, absence, inability, or refusal to act of said Trustee at any time on action under the foregoing power and trust may be required, the lawful owner and holder of said indebtedness 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.

WITNESS our hands as signed the 5th day of April, 1986.

David R. Guess

David R. Guess

Wanda L. Guess

Wanda L. Guess

Ronald S. Nunn

Ronald S. Nunn

Joye F. Nunn

Joye F. Nunn

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $4,000.00

Wanda L. Guess
Affiant

Subscribed and sworn to before me this the 5th day of April, 1986.

10/19/89
My Commission expires:

Notary

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ronald S. Nunn and wife, Joye E. Nunn and David R. Guess and wife, Wanda L. Guess the 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 this 5th day of April, 1986.

10/19/89
My Commission Expires:

Notary Public

89248

IDENTIFICATION REFERENCE

APR 7 10 41 AM '86

FELIX Z. WILSON
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6822 PAGE 630

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

4000.00- CONT.
10.40 CSTAX
.50 PRFEE
12.00 WDEED
CHECK 22.90-
0367A04/07/06 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

89248

IDENTIFICATION REFERENCE

APR 7 10 42 AM 96

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

No. 234518