reparec
Haynes & Cannon
140 North Main St.
Goodlettsville, TN 37072

Ma

BOOK 7789 PAGE 269

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Curtis R. Detharidge, et ux | Same | Map 25 |
| (NAME:) 1121 McChesney Ave | (NAME:) | parcel 35 |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37216 | (STREET ADDRESS) | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* TWENTY FIVE THOUSAND, ($25,000.00) *Dollars,*
*of which* SIX THOUSAND TWO HUNDRED & FIFTY ($6,250.00) *Dollars, has been paid in cash,*
*the receipt of which is hereby acknowledged, and for the remainder* EIGHTEEN THOUSAND SEVEN HUNDRED & FIFTY ($18,750.00) *Dollars,*
CURTIS R. DETHARIDGE and wife, PRASETYAWATI DETHARIDGE *have executed*

a Promissory Note of evendate herewith in the original principal amount of $18,750.00, plus interest at the rate of 11.75% per annum

*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,* FRED JEVANEY

*have this day bargained and sold, and do hereby transfer and convey unto the said* CURTIS R DETHARIDGE and wife, PRASETYAWATI DETHARIDGE, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

See attached Exhibit A.

4027 03/09 0101 03CHECK 114.27

150 2

MAR 9 10 02 AM '90

TENNESSEE TAX

FILED & RECORDED DAVIDSON

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $18,750.00"

Curtis R. Detharidge has executed this instrument for his wife Prasetyawati Detharidge by Power of Attorney recorded in Book 7485, page 914 R.O.D.C., TN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Affiant

Subscribed and sworn to before me, this the 8 day of March, 19 90

Notary Public

My commission expires: 9/11/90
(Affix Seal)

This is { unimproved } { } improved property, known as Tract 3 456 Dry Creek Road, Goodlettsville, TN 37072
(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* CURTIS R. DETHARIDGE and wife, PRASETYAWATI DETHARIDGE, their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* CURTIS R. DETHARIDGE and wife, PRASETYAWATI, DETHARIDGE *(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* CURTIS R. DETHARIDGE AND WIFE, PRASETYAWATI DETHARIDGE *hereinafter referred to as trustors, hereby transfer and convey unto* JOHN M. CANNON, *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 $* XXXXX *, 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 8 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 easly 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 Registers 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.

Witness our hand S this 7 day of March, 1989, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Curtis R. Detharidge
CURTIS R. DETHARIDGE

Fred Jevaney
FRED JEVANEY

Prasetyawati Detharidge
PRASETYAWATI DETHARIDGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CURTIS R. DETHARIDGE and wife, PRASETYAWATI DETHARIDGE and Fred R. Jevaney

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 Goodlettsville, Tennessee, this 7 day of March, 1989.

John M. [illegible]
Notary Public

Commission expires 9/11/90

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.....

INSTALLMENT DEED

FROM

TO

Compliments of
Madison Title Company
220 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

TRACT THREE

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being Tract Three of J. F. Jevaney property and also being a part of Lots 4, 5 and 6 on the plan of the Procession of the J. M. Cowley Lands, as of record in Deed Book 161, page 29, R.O.D.C., Tennessee and being more fully described as follows:

Commencing at a point in the center of Dry Creek Road (50 foot Road) said point being N 37 degrees 24' 03" E a distance of 25.42 feet from the northeast corner of a tract of land conveyed to C. A. Seaton by deed recorded in Book 3464, page 1, R.O.D.C., Tennessee; thence, leaving the center of said road and with the easterly line of Seaton and a tract of land conveyed to Bobby G. Jackson, et ux by deed recorded in Book 4743, page 169, R.O.D.C., Tennessee, S 37 degrees 24' 03" W a distance of 603.18 feet to the point of beginning of the herein tract of land; thence.

1. Leaving the easterly line of Bobby G. Jackson, et ux and with the southerly line of Tract One of J. F. Jevaney Property, S 61 degrees 48' 39" E a distance of 450.51 feet to an iron pin set, said pin being the common corner to Tracts One and Two; thence,

2. With the common line of tracts Two and Three, S 62 degrees 51' 57" E a distance of 138.12 feet to an iron pin set, said pin being the northeast corner of the herein described tract; thence,

3. Continuing with said common line, S 27 degrees 08' 03" W a distance of 358.24 feet to an iron pin set in the northerly line of a tract of land conveyed to Earnest E. Seaton as of record in book 6448, page 44 and Book 5585, page 201, R.O.D.C., Tennessee, said pin also being in the southerly R.O.W. of an unnamed road, thence,

4. With the northerly line of Ernest E. Seaton and a tract of land conveyed to Cecil K. McBroom, et ux by deed record in Book 4533, page 387, R.O.D.C., Tennessee, N 62 degrees 51' 57" W a distance of 654.94 feet to an iron pin in the easterly line of Bobby G. Jackson, et ux; thence,

5. With the east line of Jackson, N 37 degrees 24' 03" E a distance of 372.50 feet to the piont of beginning and containing 224,877 square feet or 5.163 acres, more or less.

Further, an easement 15' wide running alonge the line from a point in the center line of Dry Creek Road along a line S 37 degrees 24' 03" W 603.18 to the boundary of Tract Three as shown on an unrecorded plat dated February 9, 1989 by Ragan-Smith-Murphy & Associates, Inc., is granted for the purpose of allowing a private water line to service Tract Three only. This easement is to run with the land. Said easement being shown in a Deed of Record in Book ____ page ____, R.O.D.C., TN.

Being a portion of the same property conveyed to Fred Jevaney and wife, Mary Annette Jevaney by quitclaim deed from Mary Annette Jevaney, Executrix of the Estate of Mildred Thurman Shrader, of record in Book 7697, page 769, Register's Office for Davidson County, Tennessee.

**RESTRICTIONS**

1. No trailer, mobile home, modular homes, basement or underground house, garage, barn or other buildings may be used as temporary or permanent living quarters.

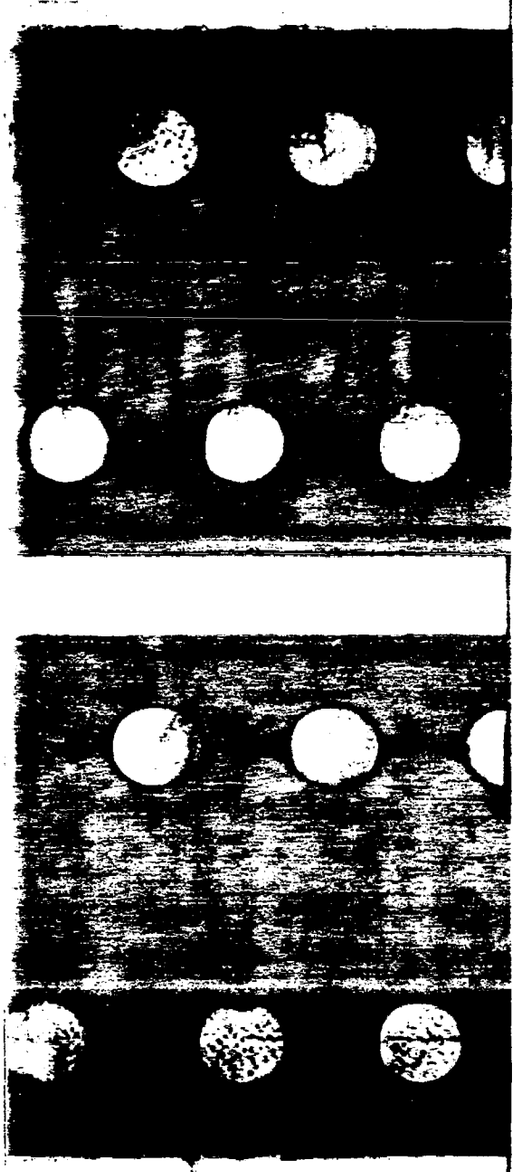
2. No swine or commercial poultry may be kept on property.

3. No storage of junk cars, storage of building materials or any other offensive or unsightly storage may be placed on tracts.

4. The right of enforcement of these restrictive covenants is vested in the owners of tracts.

5. By the creation of the above restrictions there is no intention of imposing them on any other land owned by sellers.

6. Restrictions to run til January 1, 2009.



**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 TAX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TAX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL |
|---|---|---|---|---|
| | | | | |

CAMT 25000.00
MAMT 18750.00
CON TX 82.50
MOR TX 19.27
PRFEE 0.50
WDEED 12.00
TOTAL 114.27
CHECK 114.27

03/09/89 01 10:04 0001 4027

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

15021

IDENTIFICATION

MAR 9 10 02 AM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

**No.** 188581