Installment Deed

Box 20

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Tony W. Buttrey and wife Linda D. Buttrey	S. A. M. E.	MAP 181
(NAME)	(NAME)	
6221 Pettus Road	Same	PAR 107
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of FORTY THOUSAND AND NO/100 ($40,000.00) *Dollars,*

of which ONE AND NO/100 ($1.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND AND NO/100 ($40,000.00) *Dollars,*

Tony W. Buttrey and wife Linda D. Buttrey *have executed* their promissory note for $40,000.00 of even date herewith payable to the order of Donald L. Buttrey and wife Mattie F. Buttrey in monthly installments of $400.00 each, including interest beginning on September 1, 1990 and thereafter for (119) more consecutive payments.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $40,000.00."

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. We, Donald L. Buttrey and wife Mattie F. Buttrey

have this day bargained and sold, and do hereby transfer and convey unto the said Tony W. Buttrey and wife Linda D. Buttrey

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows

Land in the 5th Civil District of Davidson County, Tennessee, described as Tract #2, according to a survey by C.K. McLemore, Surveyors, dated May 23, 1968 as follows:

BEGINNING at an iron post in the westerly margin of Pettus Road, 199.5 feet northwardly from Smith Property; thence North 82° West 631 feet to an iron post; thence North 16° 45' East 226.6 feet to an iron post, a corner of Potts Property; thence with the dividingline between Tracts 2 and 3, South 79° 15' East 625.6 feet to an iron post in the westerly margin of Pettus Road; thence with the westerly margin of Pettus Road, southwardly 198.8 feet to the point of beginning, and containing 3 acres, more or less.

Being the same property conveyed to Donald L. Buttrey and wife Mattie F. Buttrey by deed from Ed Hill, etal. of record in Book 4259, Page 92; Register's Office for Davidson County, Tennessee.

* The statutory right of redemption is hereby expressly waived and the holder and grantor herein agree that this 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 an payable.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ (40,000.00) Tony Buttrey (see att. page 3.)

Subscribed and sworn to before me, this the 20 day of July 1990

Affiant

My commission expires: 5-20-92 (Affix Seal)

Edward W. Hill
Notary Public

This is improved ( ) unimproved ( ) property, known as 6211 Pettus Road, Nashville, TN (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 Tony W. Buttrey and wife Linda D. Buttrey their (successors), *heirs and assigns forever.* We *covenant that 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* Tony W. Buttrey and wife Linda D. Buttrey *(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 Tony W. Buttrey and wife Linda D. Buttrey *hereinafter referred to as trustors, hereby transfer and convey unto* Rick M. Johnson, Davidson County *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 $ full value *, 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.*

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

* The statutory right of redemption is hereby expressly waived.

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 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises. *The statutory right of redemption is expressly waived.

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 words "Trustors" when used herein shall apply to parties both singular and plural.

Witness ____ *hand* ____ *this* 26 *day of* July, *19* 90, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Tony W. Buttrey
TONY W. BUTTREY

Linda D. Buttrey
LINDA D. BUTTREY

Donald L Buttrey

Mattie F. Buttrey

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* Tony W. Buttrey and wife Linda D. Buttrey; Donald L. Buttrey and wife Mattie F. Buttrey

the bargainor ____, *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, *this* 26 *day of* July, *19* 90.

My commission expires 5-20-90 *Notary Public* Edward W. Price

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF ____

Before me, ____, *a Notary Public of the State and County aforesaid, personally appeared* ____ *and* ____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* ____ *to be the* ____ *and* ____ *respectively of* ____, *the within named bargainor, a corporation, and that* ____ *as such* ____ *and* ____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* ____ *as* ____ *and attesting the same by the said* ____ *as* ____.

Witness my hand and seal, at office in ____, *this* ____ *day of* ____, *19*____.

____ *Notary Public*

Commission expires ____

INSTALLMENT DEED

4450 4 FROM

To IDENTIFICATION REFERENCE

Jul 26 3 28 PM '90
KELLY Z WILKINS JR REGISTER
DAVIDSON COUNTY TN

3812 07/26 0101 03CHECK 182.70

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 40000.00
MAMT 40000.00
CON TX 132.00
MOR TX 43.70
PRFEE 1.00
MTGFEE 6.00
TOTAL 182.70
CHECK 182.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/26/90 01 15:29 0001 3812

44504

IDENTIFT REFERENCE

JUL 26 3 28 PM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 340605