mail

This Instrument Prepared By:

THOMAS I. BOTTORFF
One Maryland Farms, Suite 102
Brentwood, Tennessee 37027
(615) 371-0800

INSTALLMENT DEED BOOK 8389 PAGE 304

Address New Owner:	Send Tax Bills to:	Map/Parcel:
M/M James C. Martin 151 Davidson Road Nashville, TN 37205	Owner	116-5 22

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $101,000.00.

The maximum principal indebtedness for Tennessee recording tax purposes is $93,425.00 .

James C. Martin
Affiant

Sworn to and subscribed before me this 30th day of June, 1991.

My Commission Expires: 10-5-93

M. L. Nuckolls
Notary Public

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FOR AND IN CONSIDERATION of the sum of One Hundred One Thousand and 00/100 Dollars ($101,000.00) of which Seven Thousand Five Hundred Seventy-five ad 00/100 Dollars ($7,575.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Ninety-three Thousand Four Hundred Twenty-five and 00/100 Dollars, ($93,425.00) **JAMES C. MARTIN AND WIFE JANE R. MARTIN**, the Grantees herein, have executed an Installment Deed Note payable to **PAUL H. MC VOY**, the Grantor herein, in said amount of even date herewith, due and payable according to its terms and assumable only upon permission of the holder thereof; 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, and, therefore, **PAUL H. MC VOY** has this day bargained and sold, and does hereby transfer and convey unto the said **JAMES C. MARTIN AND WIFE JANE R. MARTIN**, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Being Zone Lot "A" shown on the plan of the Zone Lot Division of Lot No. 336-A, Section 12, Hillwood Estates, said plan being of record in Plat Book 6250, page 942, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Paul H. McVoy by Quitclaim Deed from Third National Bank in Nashville and William H. Hannon, Co-Trustees for Paul H. McVoy, of record in Book 8335, page 591, Register's Office, Davidson County, Tennessee.

This is improved property, known as:
151 Davidson Road, Nashville, TN 37205

This conveyance is made subject to:

1. Real property taxes for 1991 which have been prorated between the parties and which are assumed by the Grantees herein.

2. Restrictive covenants set out in instrument of record in Plat Book 6250, page 942, Register's Office, Davidson County, Tennessee.

3. Those matters shown on the Plan of record in Book 6250, page 942, Register's Office, Davidson County, Tennessee.

4. Restrictions set out in instrument of record in Book 2879, page 84, Register's Office, Davidson County, Tennessee.

5. Easements of record in Book 5457, page 359, and Book 4434, page 747, Register's Office, Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their 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 except for those matters hereinabove stated.

I further covenant and bind myself, my heirs and assigns, 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 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 **JAMES C. MARTIN AND WIFE JANE R. MARTIN**, hereinafter referred to as Trustors, hereby transfer and convey unto THOMAS I. BOTTORFF of Williamson County, Tennessee, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustors upon the following uses and trusts:

Trustors agrees 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 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 interest at the rate of nine percent (9%) 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 (30) days from date of such demand for 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 (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:

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.

MARY JOE MC VOY joins in this transfer to convey any marital right, title or interest she may have in subject property.

Witness our hands this 30th day of June, 1991.

GRANTOR:

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Paul H McVoy
PAUL H. MC VOY

Mary Joe McVoy
MARY JOE MC VOY

GRANTEE:

James C. Martin
JAMES C. MARTIN

3030 07/02 0101 03CHECK 491.84

Jane R Martin
JANE R. MARTIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Paul H. McVoy and wife Mary Joe McVoy, the within-named bargainors, 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 seal this 30th day of June, 1991.

M. L. Huckaby
Notary Public

My Commission Expires: 10-5-93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, James C. Martin and wife Jane R. Martin, the within-named bargainors, 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 seal this 30th day of June, 1991.

M. L. Huckaby
Notary Public

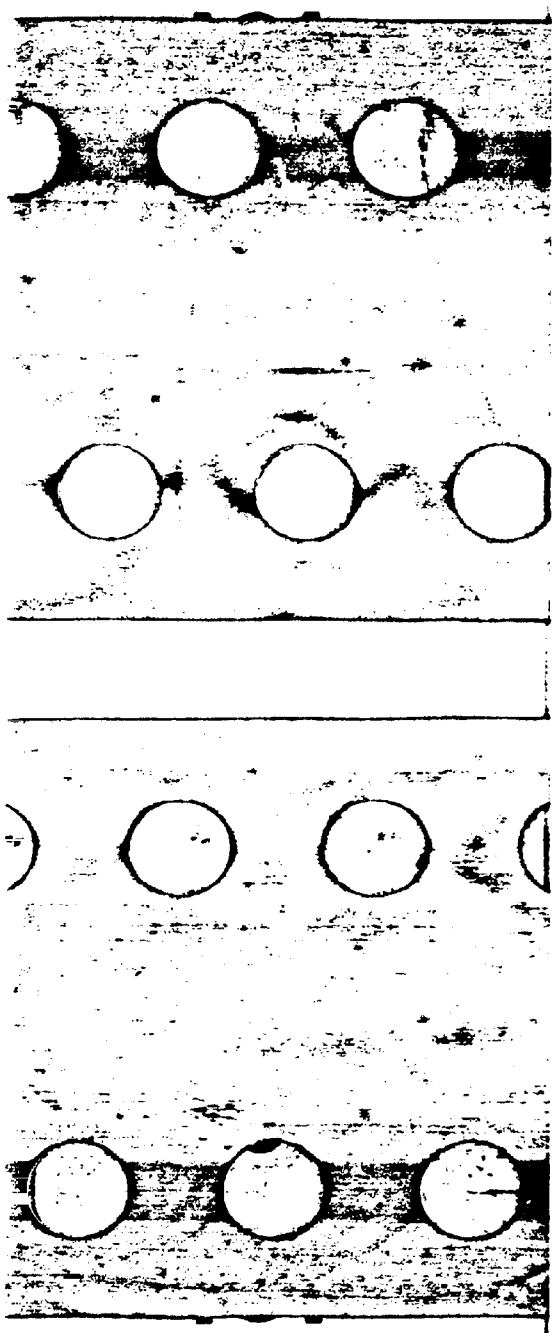
My Commission Expires: 10-5-93

27681

IDENTIFICATION

JUL 2 10 43 AM '91

Realty 48



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 101000.00
MAMT 93425.00
CON TX 373.70
MOR TX 105.14
PRFEE 1.00
WDEED 12.00
TOTAL ~~491.84~~
CHECK ~~491.84~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/02/91 01 10:45 0001 8030

27.6.8 I.

IDENTIFICATION REFERENCE

JUL 2 10 43 AM '91

No. 437095