FILE BOX 3

Prepared by James P. Guenther attorney, Nashville City Bank Bldg - 306 Nashville, Tn 37201

CORRECTED RE-RECORD

Installment Deed

BOOK 8401 PAGE 313

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Kerry R Greer et ux	J Home	Portion
(NAME)	(NAME)	
107 Hall Rd N.W	107 Hall Rd NW	MAP 154
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 22
Fairview, TN 37062	Fairview, TN 37062	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

BOOK 6255 PAGE 968

FOR AND IN CONSIDERATION of the sum of Twenty-five thousand and no/100 ($25,000) *Dollars,*

of which Ten thousand ($10,000) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen thousand ($15,000) *Dollars,*

Kerry R. Greer and wife, Holly A. Greer, *have executed*

a note of even date at 12% interest per annum payable in 120 equal monthly payments

This instrument is being rerecorded to correct the description to change the call on line #9 to South 71 deg. from South 1 deg.

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, Neal W. Carter and wife Ann R. Carter *have this day bargained and sold, and do hereby transfer and convey unto the said* Kerry R. Greer and wife, Holly A. Greer *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 9th Civil District, beginning at an iron rod in the East line of Pinkerton, Book 2033, Page 174, being North 28 deg. 21 min. 37 sec. East at 406.08 feet from his Southeast corner, then with said line, North 28 deg. 21 min. 37 sec. East, 85.00 feet to an iron rod in a fence, than with a an existing fence,South 88 deg. 40 min. 45 sec. East, 204.10 feet to a post, North 67 deg.58min. 32 sec. East, 34.47 feet to a post, North 37 deg. 31 min. 16 sec. East, 97.25 feet to a post, North 11 deg. 15 min. 49 sec. East, 54.14 feet to a point in fence, North 06 deg. 20 min. 07 sec. East, 542.21 feet to an iron rod East of fence, then South ~~1~~ 71 deg. 26 min. 23 sec. East, 620.62 feet running with the fence after about 100 feet, with Pinkerton to an iron rod, then with Sanders, South 16 deg. 04 min. 51 sec. West, 513.21 feet to an iron rod in the center of an easement leading easterly to Griffith Road, then with the center of said easement, South 79 deg. 08 min. 48 sec. West, 42.13 feet, South 63 deg. 21 min. 44 sec. West, 37.33 feet, South 54 deg. 44 min. 35 sec. West, 51.22 feet, South 46 deg. 27 min. 09 sec. West, 182.18 feet to the center of a turnaround, then leaving easement, North 78 deg. 54 min. 44 sec. West, 615.06 feet to the beginning; containing 10.00 acres more or less according to a survey by P. Anthony Chapdelaine, Jr. dated 3/6/84. This property is a portion of the property conveyed by Wesley Wallace and wife, Estella Wallace to Neal W. Carter and wife Ann R. Carter by deed of record in Book 3674, page 310,RODC.

Together with a non-exclusive permanent easement or right-of-way over the existing gravel road from Griffith Road to the land conveyed, said existing gravel road crossing the land of the grantor, for the enjoyment of the buyers, their heirs, successors, and assigns, to pass with or without vehicles for ingress and egress to lands sold. Grantors have heretofore granted to others easements to use the existing roadway and Grantor will in the future grant similar common easements to others. Further, Grantors reserve to themselves, their heirs, executors, administrators, personal representatives, assigns, successors and permittees an easement across the land conveyed, the width of the existing roadway and further, the required width of the roadway which may be built in the future, the center line of which would be the center line of the existing roadway, widened to meet the specifications necessary to dedicate the road as a public way. This easement shall be perpetual and shall run with the land.

(continued on back)

There shall be no temporary buildings or house trailers placed on this property. Any residence shall be for a single family and shall have a minimum of 1,700 square feet of living space.

BOOK 6256 PAGE 983

BOOK 8401 PAGE 314

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Subscribed and sworn to before me, this the 12 day of Nov., 19 84

My commission expires: 6-12-87 (Affix Seal)

Affiant

Notary Public

unimproved ( )

This is improved ( ) property, known as ..... (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 Grantees their (successors), 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 said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto ....., 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 $....., 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 indebteciness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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.

BOOK 6250 PAGE 370

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 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.

RE- [illegible] BOOK 8401 PAGE 315

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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 13 *day of* March, *19* 84.

Neal M. Carter

X Ann K. Carter

Kerry R Green

Holly A. Green

RECORDER'S NOTICE
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Neal M Carter, Ann K Carter, Kerry R Green, Holly A Green

*the within named bargainor*s, *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 Nashville *Tennessee, this* 13 *day of* March, *19* 84

Commission expires 10/22/85 *Notary Public*

STATE OF Tennessee
COUNTY OF Davidson

BOOK 8256 PAGE 971

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Neal W. Carter and wife, Ann R. Carter and Kerry R. Greer and wife, Holly A. Greet *the within named bargainor , 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 .....
this .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

RE-RECORD BOOK 8401 PAGE 316

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 .....

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RE-RECORD
320680

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Jul 19 10 45 AM '91

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

INSTALLMENT DEED

FROM

TO

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

STATE OF TENNESSEE
DAVIDSON COUNTY, TN
FEE
Mar 28 1 35 PM '90

IDENTIFICATION REFERENCE

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