MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $65,000.00

INSTALLMENT DEED BOOK 8564 PAGE 322

THIS INSTRUMENT WAS PREPARED BY		
rold E. Collins, Attorney, 4800 Charlotte Avenue, Nashville, TN 37209		
NAME ADDRESS		
DRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Loyd Thomas Scott, et ux	SAME	Map 114
(NAME)	(NAME)	
5 Harpeth Meadows Dr.		Parcel 83
(ADDRESS)	(ADDRESS)	Combined Parcels 82,
ingston Springs, TN 37082		82.1, 83, 264, & 267
CITY) (STATE) (P.O.ZIP)	(CITY)(STATE)(ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00) OF WHICH TEN THOUSAND AND NO/100 ($10,000.00) HAS BEEN PAID BY GRANTEES FOR ALL OF WHICH GRANTORS HEREBY ACKNOWLEDGE AND FOR THE REMAINDER GRANTEES HAVE THIS DATE EXECUTED THEIR JOINT PROMISSORY NOTE PAYABLE TO GRANTOR, Dorothy Marie Scott, IN THE PRINCIPAL AMOUNT OF FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) PAYABLE ON OR BEFORE 160 DAYS FROM THE DATE OF THIS INSTRUMENT PLUS INTEREST AT THE RATE OF 9-1/2% INTEREST AND FOR THE REMAINDER, GRANTEES HAVE EXECUTED THEIR JOINT PROMISSORY NOTE TO GRANTOR, Dorothy Marie Scott, IN THE PRINCIPAL AMOUNT OF SIXTY THOUSAND AND NO/100 DOLLARS ($60,000.00), SAID AMOUNT TO BE PAID IN 180 MONTHLY INSTALLMENTS IN THE AMOUNT OF $626.53 EACH, WHICH INCLUDES INTEREST AT THE RATE OF 9-1/2 PERCENT PER ANNUM, WITH THE FIRST PAYMENT DUE AND PAYABLE THE 1ST DAY OF JANUARY, 1992 AND A LIKE PAYMENT ON THE SAME DAY OF EACH SUCCEEDING MONTH UNTIL PAID IN FULL. SAID PAYMENTS TO BE APPLIED FIRST TO INTEREST AND THE REMAINDER TO PRINCIPAL.

I Dorothy Marie Scott, an unmarried person, hereinafter called the Grantor, have this day bargained and sold, and do hereby transfer and convey unto Floyd Thomas Scott and wife, Tina Renee Scott, hereinafter called Grantees, all my right, title and interest in and to the below described property, their heirs and assigns, certain real estate in the 8th Civil District of Davidson County, Tennessee, as follows:

Beginning at a point on the southerly right-of-way of Charlotte Pike, said point being the most westerly corner of subject property, and also being the northeasterly corner of property of Donald E. Gamble;

Thence with said right-of-way, being a curve to the left, having a radius of 868.60 feet, and in a general Northeasterly direction 565.38 feet to a point;

Thence North 29 deg. 53 min. 28 sec. East, 218.14 feet to a point;

Thence with a curve to the right, having a radius of 768.60 feet, and in a general Northeasterly direction 142.44 feet to a point;

Thence South 49 deg. 29 min. 25 sec. East, 10.00 feet to a point;

Thence with a curve to the right, having a radius of 758.60 feet, in a general Northeasterly direction 92.74 feet to a point;

Thence leaving said right-of-way, South 44 deg. 11 min. 30 sec. East, 81.59 feet to a point;

Thence North 64 deg. 00 min. 34 sec. East, 144.00 feet to a point;
Thence South 29 deg. 59 min. 26 sec. East, 42.00 feet to a point;
Thence North 75 deg. 20 min. 34 sec. East, 278.51 feet to a point;
Thence South 31 deg. 17 min. 04 sec. East, 415.11 feet to a point;
Thence South 43 deg. 58 min. 01 sec. West, 680.12 feet to a point;
Thence South 31 deg. 37 min. 39 sec. West, 59.90 feet to a point;
Thence South 41 deg. 07 min. 46 sec. West, 170.34 feet to a point;
Thence South 24 deg. 24 min. 06 sec. West, 147.24 feet to a point;
Thence South 19 deg. 27 min. 40 sec. West, 90.27 feet to a point;
Thence South 30 deg. 04 min. 59 sec. West, 97.18 feet to a point;
Thence South 13 deg. 31 min. 11 sec. West, 129.49 feet to a point;
Thence North 82 deg. 10 min. 34 sec. West, 117.22 feet to a point;
Thence North 51 deg. 45 min. 40 sec. West, 404.55 feet to a point;
Thence North 11 deg. 34 min. 16 sec. West, 134.00 feet to a point;

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

Thence North 80 deg. 12 min. 52 sec. West, 66.00 feet to a point; Thence North 22 deg. 41 min. 23 sec. West, 294.76 feet to the point of beginning, containing 22.41 acres according to a survey of Robert Lee Spears, registered land surveyor, Tennessee Registration Number 126, dated November 12, 1991.

Included in the above description but excluded from this conveyance is that portion of land encompassing the Stephens cemetery.

Being the same property conveyed to Dorothy Marie Scott by deed from Howard M. Marchant, et als of record in Book 4874, Page 869; to Dorothy Scott by deed from Dorothy Nell Thomas of record in Book 4920, Page 239; and to Dorothy Marie Scott by deed from Paul Vernon Stephens, Jr., et ux of record in Book 5273, Page 001, R.O.D.C., Tennessee, the said Dorothy Marie Scott and Dorothy Scott being one and the same person.

The above description is not the same as in the previous deeds of record in that the tracts were combined into one tract.

This conveyance is subject to a 15-foot more or less easement for a TVA transmission easement along the northwest line of said tract as of record in Book 787, Page 28 and 46, Register's Office.

Grantor does not warrant the right of ingress and egress over the existing driveway where it abuts U.S. Highway 70 across the land of Clinis L. Barrett, Deed Book 6315, Page 816.

1991 property taxes prorated and assumed by Buyer.

proved Property 7691 Charlotte Pike, Nashville, TN 37209
ouse Number) (Street) (City) (State) (Zip)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto H.E. Collins, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of maximum insurable amount until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, within fifteen 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 notes, or any of said notes then

past due and unpaid, all remaining unpaid notes 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 weekly publications in a newspaper of general circulation, 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantors herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 26TH day of NOVEMBER, 1991.

Dorothy Marie Scott
DOROTHY MARIE SCOTT

Floyd Thomas Scott
FLOYD THOMAS SCOTT

Tina Renee Scott
TINA RENEE SCOTT

TATE OF TENNESSEE)
OUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is: $75,000.00

ubscribed and sworn to before me, this the 9th day of DECEMBER, 1991.

Floyd Thomas Scott
Affiant

Harold E Collins
NOTARY PUBLIC

y commission expires: 1-23-94
(Affix Seal)

ATE OF TENNESSEE)
)
UNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dorothy Marie Scott, Floyd Thomas Scott and Tina Renee Scott, the 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 official seal at Nashville, Tennessee, this 9th day of DECEMBER, 1991.

Harold E Collins
NOTARY PUBLIC

y commission expires: 1-23-94

6.8.064

IDENTIFICATION REFERENCE

DEC 9 2 30 PM '91

FILED & RECORDED IN REGISTER
DAVIDSON COUNTY, TN

PICK-UP

0849 12/09 0101 03CHECK 362.95



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

RECEIVED OF _____

FOR _____

BOOK 8504 PAGE 326

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

CAMT	75000.00
MAMT	65000.00
CON TX	277.50
MOR TX	72.45
PRFEE	1.00
WDEED	12.00
TOTAL	362.95
CHECK	362.95

12/09/91 01 14:33 0001 0849

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



6.8064

IDENTIFICATION REFERENCE

DEC 9 2 30 PM '91

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 483400