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Mail

INSTRUMENT OF CORRECTION
OF
INSTALLMENT DEED

BOOK 8694 PAGE 16

WHEREAS, by an instrument of record in Book 6157, page 976, Register's Office of Davidson County, Tennessee, a certain Installment Deed, dated October 14, 1983, recorded October 17, 1983, was executed by Bert C. Ferguson and wife, Janelle M. Ferguson, as grantors, and by James W. Boyle and wife, S. Darleen Boyle, as grantees, and by Adventist Health System, Sun Belt, Inc., as grantee, conveying fee simple title to the real estate therein described;

WHEREAS, the name of S. Darleen Boyle appeared incorrectly in the granting clause of said Installment Deed of record in Book 6157, page 976, Register's Office of said County, as "S. Darleen Boyles", when it should have appeared correctly as "S. Darleen Boyle";

WHEREAS, it was the intention of the parties to said Installment Deed of record in Book 6157, page 976, Register's Office of said County, to cause the name of S. Darleen Boyle to appear in the granting clause of said Installment Deed in the correct form of "S. Darleen Boyle", and that by mere inadvertence and by mutual mistake, the name of S. Darleen Boyle was incorrectly entered in said granting clause as "S. Darleen Boyles";

WHEREAS, in order to secure to said grantors in said Installment Deed of record in Book 6157, page 976, Register's Office of said County, the payment of a purchase money note in the principal amount of $80,000.00, the said grantees in said Installment Deed did under the terms of said Installment Deed therein transfer and convey their right, title and interest in the real estate therein described to James Roger Ferguson, Trustee, creating in favor of Bert C. Ferguson and wife, Janelle M. Ferguson, as owners and holders of the said purchase money note, a first mortgage lien upon the fee simple title to the real estate therein described;

WHEREAS, the real estate described in said Installment Deed of record in Book 6157, page 976, Register's Office of said County, was thereafter conveyed by the grantees named in said Installment Deed to Anthony J. Terry and wife, Dorothy Terry, under that certain Warranty Deed, dated November 11, 1986, 1986, recorded December 9, 1986, of record in Book 7064, page 6, Register's Office of said County; and the said Anthony J. Terry and wife, Dorothy Terry, did under the terms of said Warranty Deed assume payment of the unpaid balance of the said purchase money note in the principal amount of $80,000.00, payable to Bert C. Ferguson and wife, Janelle M. Ferguson, as provided for under the terms of said Installment Deed in Book 6157, page 976, Register's Office of said County.

WHEREAS, Anthony J. Terry and wife, Dorothy Terry, did thereafter convey the real estate described in said Installment Deed, of record in Book 6157, page 976, Register's Office of said County, in trust under a certain Deed of Trust of record in Book 7236, page 981, Register's Office of said County, wherein R. Grattan Brown, Jr. and Charles A. Neale, were named as Trustees for the benefit of Nashville Bank of Commerce, as holder of the indebtedness therein described;

WHEREAS, Anthony J. Terry and wife, Dorothy Terry, did thereafter further convey the real estate described in said Installment Deed of record in Book 6157, page 976, Register's Office of said County, in trust under a certain Deed of Trust of record in Book 7950, page 678, Register's Office of said County, wherein Guaranty Title Company was named as Trustee for the benefit of First American National Bank of Nashville, as beneficiary and holder of the indebtedness therein described;

WHEREAS, Anthony J. Terry and wife, Dorothy Terry, did thereafter with respect to the land described in said Installment Deed of record in Book 6157, page 976, Register's Office of said County, execute in favor of Guaranty Title Company and First American National Bank, as Trustee and mortgagee, respectively, under said Deed of Trust of record in Book 7950, page 678, Register's Office of said County, a certain Modification To Deed Of Trust; said Modification To Deed Of Trust being a modification of the said Deed of Trust in said Book 7950, page 678, said Register's Office; and said Modification To Deed Of Trust appearing of record in Book 8157, page 945, Register's Office of said County; and

WHEREAS, the respective parties to the Installment Deed of record in Book 6157, page 976, Register's Office of said County, and the respective parties to the instruments heretofore identified at Book 7064, page 6; Book 7236, page 981; Book 7950, page 678; and Book 8157, page 945; all appearing in the Register's Office of Davidson County, Tennessee; all desire that the said Installment Deed of record in Book 6157, page 976, Register's Office of said County, be corrected so as to cause the correct name of the grantees and mortgagor, S. Darleen Boyle, to appear under said Installment Deed, thereby correcting an error in the chain of title to the land hereinafter described.

NOW, THEREFORE, Bert C. Ferguson and wife, Janelle M. Ferguson, hereinafter called the grantors, for the purpose of correcting said Installment Deed of record in Book 6157, page 976, Register's Office of Davidson County, Tennessee, in accordance with the premises heretofore stated, and in consideration of the identical sum heretofore set forth as consideration in said Installment Deed of record in Book 6157, page 976, said Register's Office, being One Hundred and Twenty-Five Thousand ($125,000.00) Dollars, of which Forty-Five Thousand ($45,000.00) Dollars has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereinafter named have executed a certain promissory note of even date herewith

AND NOW, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, 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 James Roger Ferguson, 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 building 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 note 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 and holder of said note, as his interests 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 note, or any of them, may do any or all of those 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 grantees, shall pay the note aforesaid when due, according to the 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 said note 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 note for all sums, with interest so expended by said Trustee, or lawful owner and holder of said note, 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 note then past due and unpaid, all remaining payments under said note 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 conveyance. We agree that the Trustee, may an any time, after default in the payment of the said note, 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:

in the principal amount of Eighty Thousand ($80,000.00) Dollars, to be paid in monthly installments as follows, to-wit: On the 15th day of November, 1983, the sum of Eight Hundred and Twenty-Two and 89/100 ($822.89) Dollars, and thereafter a like amount on the 15th day of each succeeding month thereafter, and the remaining balance of said principal sum on the 15th day of October, 2013; said payments shall be applied first to payment of interest at the rate of twelve percent (12%) per annum, on the principal sum or so much as shall from time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest and attorney's fees, a lien in favor of the grantors, their heirs, personal representatives and assigns is expressly retained on the real estate herein conveyed; and in further consideration of the additional sum of One Dollar ($1.00) cash in hand paid to them, the receipt of which is hereby acknowledged; said grantors have bargained and sold and by these presents do hereby transfer and convey unto James W. Boyle and wife, S. Darleen Boyle, their heirs, personal representatives and assigns, and to Adventist Health System, Sun Belt, Inc., its successors and assigns, hereinafter referred to collectively as grantees, the real estate described more particularly as follows:

> Land in Davidson County, Tennessee, being Lot No. 26 on the Map of Madison Heights, Section ii, Part ii, as of record in Book 2133, page 83, said Register's Office.
>
> Said Lot No. 26 fronts 125 feet on the south side of Berwick Trail and runs back between lines, 375 feet on the east line and 381 feet on the west line to the Cumberland River on which it measures 125.15 feet thereon.
>
> Being the same property conveyed to Bert C. Ferguson and wife, Janelle M. Ferguson from Patricia M. Silver et al of record in Book 5816, page 836, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs, personal representatives, successors 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 the said real estate to said grantees, their heirs, personal representatives, successors and assigns, against the lawful claims of all persons.

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 the 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 the unpaid note 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 grantees herein, their heirs, personal representatives, successors 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 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 included 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.

AND, the said James Roger Ferguson, Trustee, has joined in the execution of this instrument for the purpose of acknowledging the trust and accuracy of the matters set forth in the premises hereto and for the purpose of agreeing to and consenting to the INSTRUMENT OF CORRECTION OF INSTALLMENT DEED.

AND, the parties hereinafter identified have joined in the execution of this instrument for the limited purposes of consenting to the recordation of this INSTRUMENT OF CORRECTION OF INSTALLMENT DEED, of correcting an inaccuracy in the chain of title under which they presently hold their right, title or interest, and of acknowledging that said Installment Deed, of record in Book 6157, page 976, Register's Office of said County, as corrected by this INSTRUMENT OF CORRECTION OF INSTALLMENT DEED, creates, according to the terms and provisions therein set forth, a valid and prior first mortgage lien upon the fee simple title to the land in favor of Bert C. Ferguson and wife, Janelle M. Ferguson, their heirs, personal representatives and assigns, notwithstanding that this INSTRUMENT OF CORRECTION OF INSTALLMENT DEED was recorded in the Register's Office of Davidson County, Tennessee, subsequent to the recording of those instruments identified in the premises as having been recorded in Book 7064, page 6; Book 7263, page 981; Book 7950, page 678; and Book 8157, page 945; all of record in said Register's Office, to-wit:

ANTHONY J. TERRY AND WIFE, DOROTHY TERRY;
R. GRATTAN BROWN, JR., AND CHARLES A. NEALE, TRUSTEES;
NASHVILLE BANK OF COMMERCE, NASHVILLE, TENNESSEE;
GUARANTY TITLE COMPANY, TRUSTEE;
FIRST AMERICAN NATIONAL BANK OF NASHVILLE; and the parties above enumerated being hereafter referred to as affected parties.

IN WITNESS WHEREOF, we, the said grantors and grantees and affected parties have hereunto set our hands this the 7th day of July, 1992. as of

GRANTORS:

Bert C. Ferguson
BERT C. FERGUSON

Janelle M. Ferguson
JANELLE M. FERGUSON

GRANTEES:

James W. Boyle
JAMES W. BOYLE

S. Darleen Boyle
S. DARLEEN BOYLE

ADVENTIST HEALTH SYSTEM,
SUN BELT, INC.

By: Brent Snyder Asst Sec
BRENT SNYDER / ASST SECRETARY
(Name and Title)

TRUSTEE:

James Roger Ferguson
JAMES ROGER FERGUSON

AFFECTED PARTIES:

Anthony J. Terry
ANTHONY J. TERRY

Dorothy Terry
DOROTHY TERRY

R. Grattan Brown, Jr. Trustee
R. GRATTAN BROWN, JR.,
TRUSTEE

Charles A. Neale, Trustee
CHARLES A. NEALE, TRUSTEE

NASHVILLE BANK OF COMMERCE,
NASHVILLE, TENNESSEE

By: John C. Fleming
VICE PRESIDENT
(Name and Title)

GUARANTY TITLE COMPANY, TRUSTEE

By: Frank H. Rowe
President
(Name and Title)

FIRST AMERICAN NATIONAL BANK
OF NASHVILLE

By: Karen Carruth
Vice President
(Name and Title)

STATE OF TENNESSEE
COUNTY OF _____

BEFORE ME, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, BERT C. FERGUSON and JANELLE M. FERGUSON, the bargainors, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tn, Tennessee, this the 10 day of June, 1992.

Margaret A. Smith
NOTARY PUBLIC

My commission expires: 1-23-94

STATE OF ~~TENNESSEE~~ Kansas
COUNTY OF Johnson

BEFORE ME, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, JAMES W. BOYLE and S. DARLEEN BOYLE, the bargainors, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Shawnee Mission, ~~Tennessee~~ Kansas, this the 16th day of June, 1992.

LaVINA JOHNSON
NOTARY PUBLIC
STATE OF KANSAS

LaVina Johnson
NOTARY PUBLIC

My commission expires: 9-30-95

STATE OF TENNESSEE
COUNTY OF Davidson

BEFORE ME, undersigned, a Notary Public of the State and County aforesaid, personally appeared Brent Snyder with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself/herself to be Assistant Secretary or other officer authorized to execute the instrument of the ADVENTIST HEALTH SYSTEM, SUN BELT, INC., the within named bargainor, a corporation and that Brent Snyder, as such Assistant Secretary executed the foregoing instrument for the purposes contained, by signing the name of the corporation by himself/herself as Assistant Secretary.

WITNESS my hand and official seal at Madison, Tennessee, this the 31 day of July, 1992.

Karen McCoy
NOTARY PUBLIC

My commission expires: May 28, 1995

STATE OF TENNESSEE

COUNTY OF Davidson

BEFORE ME, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, ANTHONY J. TERRY and DOROTHY TERRY, the bargainors, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Madison, Tennessee, this the 4th day of June, 1992.

Sherry L. Wiss
NOTARY PUBLIC

My commission expires: January 27, 1996

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, R. GRATTAN BROWN, JR., TRUSTEE, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Memphis, Tennessee, this the 14th day of July, 1992.

Charlotte B Carver
NOTARY PUBLIC

My commission expires: My Commission Expires March 28, 1995

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, CHARLES A. NEALE, TRUSTEE, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Memphis, Tennessee, this the 14th day of July, 1992.

Charlotte B Carver
NOTARY PUBLIC

My commission expires: My Commission Expires March 28, 1995

STATE OF TENNESSEE

COUNTY OF Davidson

BEFORE ME, undersigned, a Notary Public of the State and County aforesaid, personally appeared John C. Lassing with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself/herself to be Vice President or other officer authorized to execute the instrument of the NASHVILLE BANK OF COMMERCE, the within named bargainor, a corporation, and that John C. Lassing, as such Vice President executed the foregoing instrument for the purposes contained, by signing the name of the corporation by himself/herself as Vice-President.

WITNESS my hand and official seal at Nashville, Tennessee, this the 24 day of July, 1992.

NOTARY PUBLIC

My commission expires: My Commission Expires Nov. 26, 1994

STATE OF TENNESSEE

COUNTY OF Davidson

BEFORE ME, undersigned, a Notary Public of the State and County aforesaid, personally appeared Frank H. Reeves with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself/herself to be President or other officer authorized to execute the instrument of the GUARANTY TITLE COMPANY, TRUSTEE, the within named bargainor, a corporation, and that Frank H. Reeves, as such President executed the foregoing instrument for the purposes contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and official seal at Nashville, Tennessee, this the 28 day of July, 1992.

NOTARY PUBLIC

My Commission Expires May 22, 1993

My commission expires: _____

STATE OF TENNESSEE,

COUNTY OF Davidson

BEFORE ME, undersigned, a Notary Public of the State and County aforesaid, personally appeared Karen A. Arnold with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself/herself to be Vice President or other officer authorized to execute the instrument of the FIRST AMERICAN NATIONAL BANK OF NASHVILLE the within named bargainor, a corporation, and that Karen A. Arnold as such Vice President executed the foregoing instrument for the purposes contained, by signing the name of the corporation by himself/herself as Vice President.

WITNESS my hand and official seal at Nashville, Tennessee, this the 28th day of July, 1992.

Elizabeth B. Hawthorne

NOTARY PUBLIC

My commission expires: My Commission Expires May 23, 1994

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STATE OF TENNESSEE

COUNTY OF Davidson

BEFORE ME, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, JAMES ROGER FERGUSON, the bargainor, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tn, Tennessee, this the 10 day of June, 1992.

Margaret A. Smith

NOTARY PUBLIC

My commission expires: 1-23-94

34080

IDENTIF. TREFERENCE

AUG 4 3 49 PM '92

FELIX [illegible] REGISTER
DAVIDSON COUNTY TN.