BOOK 9012 PAGE 936

INSTALLMENT DEED

FROM

HILDA CUNDALL, a widow

TO

JAMES CARVER and wife,
JUDY CARVER

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Carver et ux (NAME)	Same (NAME)	Map 69-15
1613 East Stewart Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 21
Nashville, TN 37218 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$29,000.00 James Carver
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 9th DAY OF July, 1993.

Jean Tate
Notary Public

MY COMMISSION EXPIRES: 4-30-96
(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENN. CHEATHAM COUNTY

FOR AND IN CONSIDERATION OF the sum of --Twenty Nine Thousand and 00/100---------- ($29,000.00) ---------- DOLLARS of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory lien note of even date herewith, payable to the order of HILDA CUNDALL, in the principal sum of $29,000.00, payable in 180 monthly installments of $311.64 each, beginning August 1, 1993, ~~with a like~~ sum on the 1st day of each consecutive month thereafter, until July 1, 2008, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 10% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $29,000.00;

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, Hilda Cundall, a widow hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James Carver and wife, Judy Carver herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

unimproved ( )
This is improved (X) property, known as 1613 East Stewart Lane, Nashville, Tennessee 37218
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 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 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 *James W. Stinnett, Jr 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 $ insb. value 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 grantees, 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 thirty days from date of such payment, this trust conveyance shall remain in 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 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, the statutory right 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 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 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 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 grantees 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 9th day of July 1993.

Hilda G Cundall

James Carver
Judy Carver

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STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Hilda Cundall, AND James Carver and wife, Judy Carver, the bargainors, 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 Ashland City, Tennessee, this 9th day of July, 1993.

Jean H. Buck
Notary Public

JEAN H. BUCK NOTARY PUBLIC CHEATHAM COUNTY TENN.

Commission expires 4-30-96.

STATE OF TENNESSEE }
COUNTY OF _____ }

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 _____

*James W. Stinnett, Jr., Trustee
106 Frey Street
Ashland City, Tennessee 37015

INSTALLMENT DEED
FROM: Hilda Cundall, a widow
TO: James Carver et ux
DATED: July 9, 1993

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Land in the 13th Civil District of Davidson County, Tennessee, being known as the northwest part of the Treppard Lands and shown on a copy of a survey thereof made by Erle Drake, county surveyor, in September, 1932, described as follows:

BEGINNING at a point in the center line of East Stewart Lane, the southwest corner of a tract of 2.71 acres conveyed to Livy A. White and wife, Louise L. White by deed from R. W. Cundall and wife, of record in Book 929, page 95, Register's Office for said county, said point likewise being in the north line of a tract of 2.32 acres, more or less, conveyed to W. G. Cundall by deed from R. W. Cundall and wife, of record in Book 1151, page 299, said Register's Office; thence supposedly along the center line of said East Stewart Lane, South 64-1/2 degrees West to said W. G. Cundall's northwest corner in the east line of the Goodrich Lands being in the west line of said tract of 13.97 acres; thence North 63-1/2 degrees West 127 feet, more or less, to a point in the center line of an old road, being Robert Cato's east line; thence with the center line of said road, North 1 degree East 221 feet to a point, which is 24 feet south of a cedar tree in the center line of said old road at the southwest corner of the colored church lot shown on said survey, said point being in the west line of the land conveyed to Livy A. White above mentioned; thence with White's line, South 54-1/2 degrees East along an old fence 190 feet to a twin mock-orange tree and continuing with White's line, South 51-1/2 degrees East 127 feet to the point of beginning.

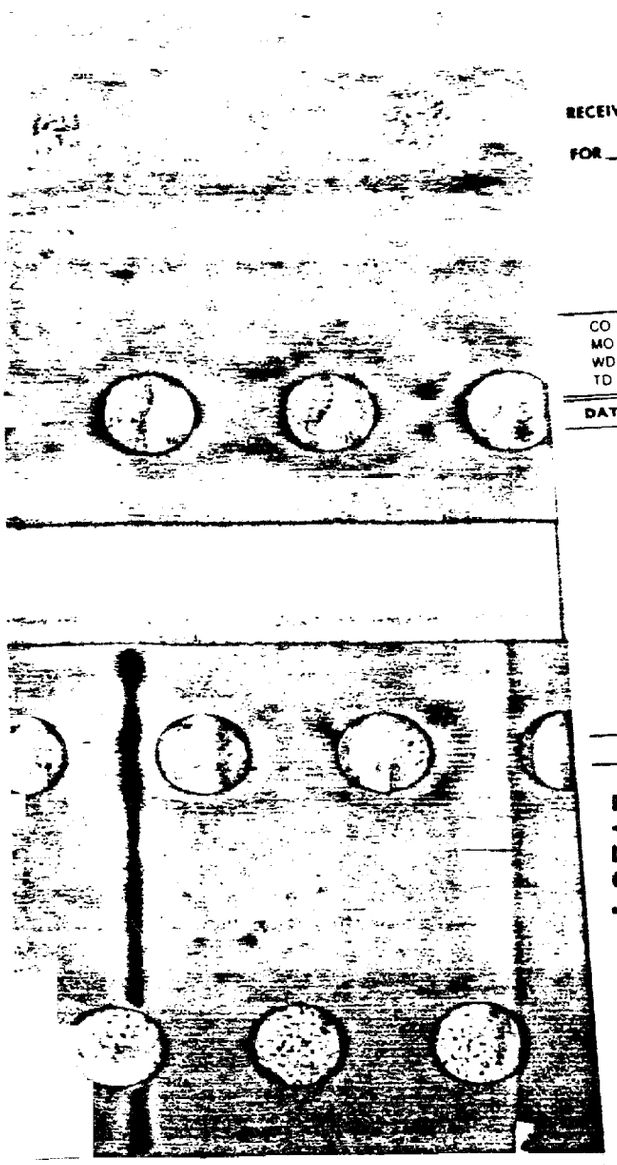
BEING the same property conveyed to W. G. Cundall and wife, Hilda Cundall, by deed from Sadie Cundall Kemp, unmarried, of record in Book 7730, Page 659, Register's Office for Davidson County, Tennessee. W. G. Cundall is deceased, and the undersigned Grantor, Hilda Cundall, acquired the entire fee as surviving tenant by the entirety.

This is the same description as in the previous deed of record.

40517
IDENTIF. & REFERENCE

93 JUL 13 PM 1:35
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

3313 07/13 0101 03CHECK 151.35



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 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

40517 IDENTIF. # REFERENCE

93 JUL 13 PM 1:35
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CAMT	29000.00
MORT	29000.00
CON TX	107.30
MOR TX	31.05
PRFEE	1.00
WDEED	12.00
TOTAL	151.35
CHECK	151.35

07/13/93 01 13:35 0001 331

No. 67373