This instrument prepared by:
L. Ken Johnson, Att.
302 Moss Trail Goodlettsville
Tennessee, 37072

MAIL TO →

BOOK 9617 PG 739

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $28,000.00

ROBERT SUTTON

Subscribed and sworn to before me this the 4TH day of October, 1994

Notary Public

My comm. exp. 9-27-99

STATE OF TENNESSEE NOTARY PUBLIC LEWIS P. JOHNSON AT LARGE

ADDRESS NEW OWNER: ROBERT SUTTON ET UX
2859 DISTILLERY RD
GREENBRIER Tn. 37073

SEND TAX BILLS TO: same

MAP/PARCEL NO.: 007-00-0 075

Mortgagee: MARION W. ROCHELLE ET UX
1456 Madison Creek Rd.
Goodlettsville, TN. 37072

INSTALLMENT DEED

MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $28,000.00

For and in consideration of the sum of TWENTY-EIGHT THOUSAND and no/100 ($28,000.00) 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 note of even date payable to the Grantor, in the amount of Twenty Eight Thousand and no/100 ($28,000.00) Dollars, of even date, with interest at 8.75% included in said payment of $2,800.00 on or before December 15, 1994 and $250.00, monthly, thereafter, beginning October 16, 1994, and payable in the same amount monthly until October 4, 1999, when the balance and accrued interest becomes due, said note providing for payment of attorney's fees and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, MARION W. ROCHELLE,and wife, LINDA M. ROCHELLE, hereinafter called the Grantor, have this day bargained and sold and do hereby transfer and convey unto the said ROBERT SUTTON and wife, GRACE SUTTON, their heirs and assigns, a certain tract or parcel of land AS FOLLOWS:

Land in the 10th Civil District of Davidson County, Tennessee, described according to an unrecorded survey by Ray G. Cole, Surveyor License No. 924, dated 7/17/84 and revised 9/23/86, as follows: BEGINNING at an iron pin set in the westerly margin of Tinnon Road, said point being the southeast corner of this tract and 115.86 feet north of the northeast corner of Tract 1 on said survey, having been conveyed to Robert Yates Musselwhite, et ux, by deed of record in Book 7031, page 676, Register's Office for Davidson County, Tennessee; thence leaving the westerly margin of Tinnon Road, S 88 deg. 33' 33" W 864.57 feet to an iron pin; thence S 89 deg. 55' 37" W 876.78 feet to a point; thence N 6 deg. 44' 1" E 144.28 feet to an iron

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pin; thence N 1 deg. 48' 21" W 105.13 feet to an iron pin; thence S 82 deg. 03' 05" E 580.10 feet to an existing iron pin; thence S 82 deg. 45' 53" E 630.41 feet to an iron pin set; thence S 82 deg. 37' 23" E 496.03 feet to an iron pin in the westerly margin of Tinnon Road; thence along the westerly margin of Tinnon Road, S 37 deg. 57' E 57.93 feet to the point of beginning, containing 5.431 acres, more or less.

Being the same property conveyed to MARION W. ROCHELLE and wife, LINDA M. ROCHELLE from THOMAS L. CUNNINGHAM and wife, PATRICIA A. CUNNINGHAM by deed of record in Book 7233 Page 547, Register's Office for Davidson CountRy, Tennessee.

This is unimproved property: 2271 Tinnin Road, Goodlettsville, Tennessee 37072

THIS PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS APPARENT AND OF RECORD AND NO CONSTRUCTION OR IMPROVEMENTS WILL BE MADE UNTIL LOAN IS PAID AND PROPERTY IS CONVEYED "AS IS" AND SOIL HAS NOT BEEN TESTED.

To have and to Hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said ROBERT SUTTON and wife, GRACE SUTTON, their heirs and assigns, forever and MARION W. ROCHELLE,and wife, LINDA M. ROCHELLE, do covenant with the said ROBERT SUTTON and wife, GRACE SUTTON, that they are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered unless otherwise stated in this Deed.

And We do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to said land to the said ROBERT SUTTON and wife, GRACE SUTTON, their heirs and assigns, against the lawful claims of all persons whomsoever.

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AND NOW, for the purpose of better and more effectually securing the payment of lien notes and rendering unnecessary court proceedings for the enforcement of said lien in the event of non payment of said payments or 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 L. Kenneth Johnson, 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 insurance company or companies for at least the value of the unpaid balance of the mortgage until the note herein secured is fully paid, and to have the loss, if any, made payable on the policy or policies to said Grantor for the benefit of the lawful owner and holder of said note, as their 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 note, or any of them, may do any and 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 note, aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this Trust conveyance shall be of no further force and effect. BUT, if we fail to pay any of the payments of the note promptly when due or at maturity or if, failing to pay taxes, keep up repairs or keep 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 or payments past due and unpaid, all of remaining portion of said note shall become due and payable at once, without notice, and 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, statutory or elective rights, and all other exemptions of every kind, which are 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

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

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this conveyance. we agree that the Trustee, may at any time after default in the payments of 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:
9TH 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 their 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.
24th To the payment of 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, her 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 note, 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 or successor 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 at Goodlettsville, Tennessee, this the 4TH day of October, 1994.

BOOK 9617 PG 741

X Linda M. Rochelle
LINDA M. ROCHELLE

X Marion W. Rochelle
MARION W. ROCHELLE

X Robert Sutton
ROBERT SUTTON

X Grace Sutton
GRACE SUTTON

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARION W. ROCHELLE, and wife, LINDA M. ROCHELLE, and ROBERT SUTTON and wife, GRACE SUTTON, the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained on this the 4th day of October, 1994.

Lennis P. Johnson
Notary Public

My comm. expires 9-27-99

LENNIS P. JOHNSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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

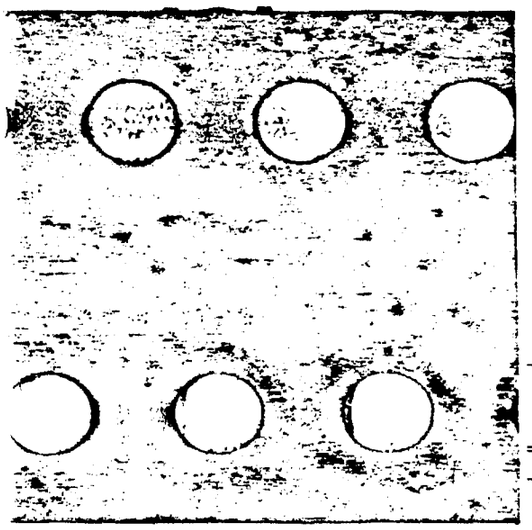
41741
IDENTIFICATION REFERENCE

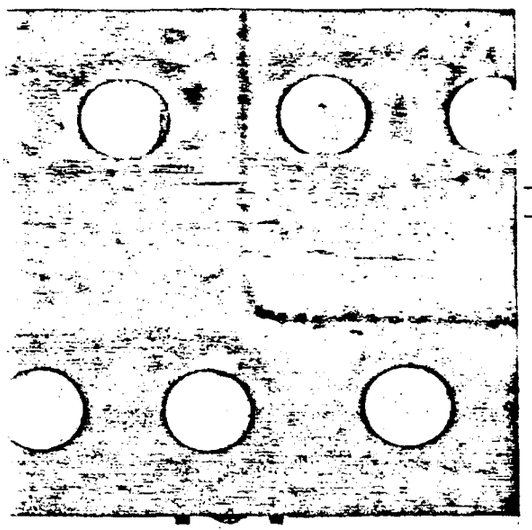
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FEE $ 10.50
DAVIDSON COUNTY, TN.
REGISTER

03/14 0101 03CHECK 10.50

L. KENNETH JOHNSON
LAWYER
302 MOSS TRAIL
GOODLETTSVILLE, TN 37072
859-2259





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9617 PG 742

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 28000.00
MAMT 28000.00
CON TX 103.60
MOR TX 29.90
PRFEE 1.00
WDEED 12.00
TOTAL 146.50
CHECK 146.50

03/14/95 01 08:50 0001 0040

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

41741
IDENTIF. # REFERENCE

95 MAR 14 AM 8:49
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 889641