Prepared BY & Chas Marrow

Installment Deed

BOOK 9624 PG 269

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John P. Sturdivant, et ux	SAME	
(NAME) 3739 Hillbrook Drive	(NAME)	181-28
(STREET ADDRESS OR ROUTE NUMBER) Nashvville Tn 37211	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Two Thousand and no/100-----

----------($32,000.00)---------- *Dollars,*

of which Eight Thousand and no/100----------

----------($8,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Four Thousand and

no/100----------($24,000.00)------ *Dollars,*

John P. Sturdivant and Conni G. Sturdivant *have executed*

Their promissory note of even date in the principal sum of $24,000.00 payable as follows:
On the 21st day of June, 1980, the sum of Nine Hundred Fifty Six and 07/100 Dollars ($956.07), and thereafter a like amount on the 21st day of each succeeding quarter therafter until the entire principal and interest has been paid. A total of 40 quaterly payments will be paid. This note bears interest at the rate of 10% per annum and is included in the quarterly payments.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 24,000 E

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, We, W. H. Wisener and wife, Peggy P. Wisener

have this day bargained and sold, and do hereby transfer and convey unto the said John P. Sturdivant and wife, Conni G. Sturdivant

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Described according to a survey by John B. Rainey, Surveyor #823, dated July 21, 1978, and known as Job No. 78-222 as follows:

Beginning at an iron pin on the westerly margin of Pettus Road, said iron pin being 320.00' as measured northwardly along the westerly margin of said road from the northerly line of the Jesse M. Wisener property of record in Deed Book 4555, page 147, Register's Office for Davidson County, Tennessee; thence leaving the westerly margin of said Pettus Road N. 84° 22' 38" W. 1658.29' to an iron pin; thence S. 6° 18' 16" W. 472.28' to an iron pin, said iron pin being in the line of the Dorothy C. Smith property of record in Deed Book 4256, page 594, Register's Office for Davidson County, Tennessee, and also being in a fence line; thence with Smith's line and a fence N. 83° 55' 54" W. 396.06' to an iron pin; thence leaving Smith's line and a fence N. 5° 35' 26" E. 634.98' to an iron pin, said iron pin being the northwest corner of this tract; thence S. 84° 08' 48" E. 2088.79' to an iron pin, said iron pin being on the westerly margin of aforesaid Pettus Road; thence with the margin of Pettus Road the following 3 calls: S. 13° 30' 24" W. 25.87' to an iron pin; thence S. 16° 31' 36" W. 122.24' to an iron pin; thence S. 14° 16' 11" W. 11.89' to the point of beginning, containing 12.01 acres, more or less.

Being the same property conveyed to W. H. Wisener and wife, Peggy P. Wisener from Martha S. Wisener, et al as of record in Bk 5405, page 138, RODC.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 32,000.00

Subscribed and sworn to before me, this the 28 day of March 19 80

W. H. Wisener
Affiant

My commission expires: 10-6-84

(Affix Seal) CHARLES C. MARROW NOTARY PUBLIC AT LARGE

Notary Public

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unimproved (X)
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 John P Sturdivant, et ux Conni G. Sturdivant *(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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John P. Sturdivant and wife, Conni G. Sturdivant, 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said John P. Sturdivant and wife, Conni G. Sturdivant *hereinafter referred to as trustors, hereby transfer and convey unto* Charles C. Morrow, *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 indebtedness as his interest may appear.

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

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.

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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 20 *day of* March, *19* 80

43968
IDENTIF. ↑ REFERENCE
95 MAR 21 PM 2:52
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

W. H. Wisener
Peggy P. Wisener
John P. Sturdivant
Conni G. Sturdivant

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* W. H. Wisener and wife, Peggy P. Wisener and John P. Sturdivant and wife, Conni G. Sturdivant

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

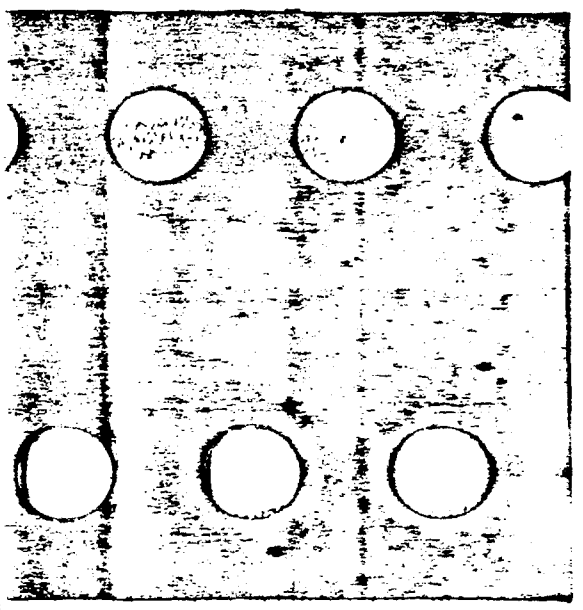
Witness my hand and official seal at Nashville, *Tennessee, this* 20 *day of* March, *19* 80

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 10-6-1980

Notary Public

0101 01CASH 498 03/21/95
156.70



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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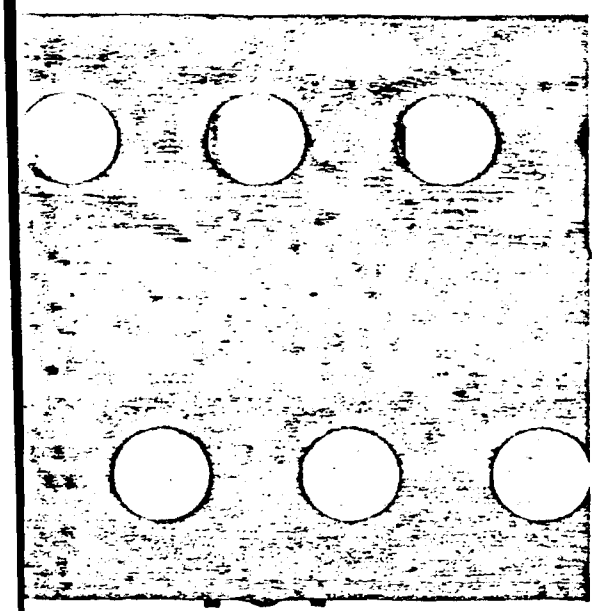
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 32000.00
MAMT 24000.00
CON TX 118.40
MOR TX 25.30
PRFEE 1.00
WDEED 12.00
TOTAL 156.70
CASH 156.70

03/21/95 01 14:54 0001 2498

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



43968
IDENTIF. ← REFERENCE

95 MAR 21 PM 2:52
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 892072