This Instrument Prepared by:
**Richard A. Northcutt, Attorney**
25 Century Blvd., Suite 202
Nashville, TN 37214

FILE BOX 45

# L A N D  C O N T R A C T

1. **Sale.** For and in consideration of the premises hereinafter set out, John D. Denton, hereinafter called Seller, agrees to sell, and Maria Hilda Valdez, hereinafter called Buyers, agree to buy, the following described real estate, situated in the County of Davidson, State of Tennessee, more particularly described as follows:

**LAND in Davidson County, Tennessee, being Lot No. 25 on the Plan of Crescent Heights, of record in Book 2331, Page 106, Register's Office for Davidson County, Tennessee.**

**SAID Lot No. 25 fronts 75.0 feet on the southerly margin of Stirton Road and extends back 474.8 feet on the easterly line and 432.2 feet on the westerly line to a broken line in the rear, measuring 73.99 feet thereon.**

**This is improved property known as 131 Stirton Road, Nashville, Tennessee 37210.**

2. **Purchase Price.** The Buyers agree to pay therefor the sum of FOURTY NINE THOUSAND NINE HUNDRED ($49,900.00) DOLLARS as follows: FIVE THOUSAND ($5,000.00) DOLLARS on the signing of this agreement, the receipt of which is hereby acknowledged; and FIVE HUNDRED NINETY THREE and 36/100 ($593.36) DOLLARS on the 20TH day of April, 1997, and on the same day in each and every month thereafter, together with interest on the principal remaining unpaid on said day at the rate of TEN (10%) PERCENT per annun, for ONE HUNDRED TWENTY (120) MONTHS. Payments shall be made regardless of loss, destruction or damage to any of the improvements thereon. Monthly payments will be made to John D. Denton at 1213 Huntingboro Court; Antioch, TN 37013.

3. **Taxes, Assessments, Insurance.** The Buyers shall pay all taxes and assessments which may be hereafter imposed on said premises, and shall keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of $49,900.00, with loss payable to Seller and Buyers, as their interests appear, all policies to remain with the Seller.

4. **Default by Buyers.** In the event that the Buyers shall make default in any way of the covenants herein contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the Seller may declare this agreement null and void.

5. **Possession.** The Buyers may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the Buyers are permitted to remain in possession, the Buyers shall be considered to be tenants of said premises from month to month and shall be entitled to only such notice to vacate as is provided by law, and such notice to vacate shall be deemed to be a declaration of the termination of this contract; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the Seller.

6. **Liens.** The Buyers shall not and will not suffer or permit any mechanic's lien or materialman's lien or other lien to attach to or be against or upon the property aforesaid, which shall or may

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 44,900.00

FILE BOX 45

be superior to the rights of the Seller. BOOK 10410 PG 404

7. **Conveyance.** When the Buyers shall have paid the several sums of money aforesaid, then the Seller will deliver to the Buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the Buyer has assumed and agreed to pay.

8. **Assignment.** The Buyers shall not transfer or assign this agreement or any of their interest therein, and no transfer or assignment shall be made by the Buyers without the previous written consent of the Seller. Any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void, at the election of the Seller; and the Buyers will not sublet or lease said premises, or any part thereof, for any purpose, except upon the previous written consent of the Seller.

9. **Successors.** This agreement shall be binding upon and shall inure to the benefit of the successors in interest of the parties hereto.

**IN WITNESS WHEREOF,** the Buyers and the Seller have signed and delivered this agreement in duplicate this 21st day of March, 1997.

Maria Hilda Valdez

John D. Denton

7282 04/08 0101 03CHECK 60.64

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John D. Denton, the bargainor, with whom I am personally acquainted ( or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 21st day of March, 1997.

My Commission Expires: 1-20-99

Notary Public

ZANA C. PETTY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Maria Hilda Valdez, the bargainor, with whom I am personally acquainted ( or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 21st day of March, 1997.

My Commission Expires: 1-20-99

Notary Public

ZANA C. PETTY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

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

RECEIVED OF _____

FOR _____

BOOK 10410 PG 405

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

MAMT 44900.00
MOR TX 51.64
PRFEE 1.00
MISC 8.00
TOTAL 60.64
CHECK 60.64

04/08/97 01 14:32 0001 7282

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02924,61
IDENTIFICATION

97 APR -8 PM 2:29

FELIX Z. WILSON
DAVIDSON COUNTY, TN

No. 1137510