0442335

IDENTIF. ↑ REFERENCE

THIS INSTRUMENT PREPARED BY:
**HAYNES & FREEMAN, PLC**
P.O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37072

mail

98 MAY 27 AM 10:21

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

INSTALLMENT DEED

BOOK 10946 PG 478

| Address New Owners | Send Tax Bills To: | Map-Parcel |
|---|---|---|
| Barnsdale J. Carter, Jr.<br>5515 Old Hickory Blvd.<br>Nashville, TN 37015 | Same | Map/Parcel<br>47-78 |

***FOR AND IN CONSIDERATION*** of the sum of *Two Hundred and Ten Thousand Dollars ($210,000.00)*, of which ***BARNSDALE J. CARTER, Jr.***, has executed a note of even date herewith for the principal sum of *Two Hundred and Eight Thousand Eight Hundred and 00/100 Dollars ($208,800.00)*, payable in installments of *Twelve Hundred Dollars and No Cents ($1200.00)* per month for a total of sixty (60) months, and then *Two Thousand Dollars* ($2000.00) per month for one hundred and sixty-two (162) months and one final payment of *Two Hundred and Eighteen Dollars and Fifteen Cents* due on or before December 1, 2016; said payments to include a seven percent (7%) simple interest, ***LOYD F. POTTS and wife, JANIE C. POTTS***, has this day bargained and sold, and do hereby transfer and convey unto the ***BARNSDALE J. CARTER, JR.***, his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in the 13th, formerly the 25th, Civil District of Davidson County, Tennessee, on the headwaters of Sulphur and Bull Run Creeks, an original plan being of record in Book 161, page 117, Register's Office for said County, and being known as Tract No. 9 of the Dr. E. E. Brown Farm, formerly the Governor Roberts Property and shown on a copy of a survey made May 16 and 24, 1949, by John D. Kerr, County Surveyor for Rutherford County, Tennessee, and described as follows:

BEGINNING at a stake in the westerly margin of Old Hickory Boulevard at the northeast corner of that part of Tract 8 conveyed to C. H. King and wife, by deed from John F. Foltz and wife, of record in Book 2597, page 365, said Register's Office; thence with said King's northern boundary line North 70-3/4 degrees, West 3,102 feet to a point in the eastern boundary line of Tract 15 conveyed to Rufus Gallaher, Jr. and wife, by deed from Robert L. Parker et al., of record in Book 2440, page 627, Register's Office; thence with Gallaher's eastern boundary line North 22 degrees East 300.3 feet to the southwest corner of Tract 10 conveyed to H. P. Edwards and wife, by deed from James J. Coggins, Sr., and wife, of record in Book 2745, page 219, said Register's Office; thence with said Edwards' southern boundary line South 70-3/4 degrees 3,102 feet to the westerly margin of said Old Hickory Boulevard; thence with same South 22 degrees west 300.3 feet to the beginning.

INCLUDED in the above description, but EXPRESSLY EXCLUDED therefrom, is the following described property:

BEGINNING at a point in the westerly margin of Old Hickory Boulevard, corner post in the fence line of Hallie Smith property; thence with said fence line North 59 degrees West 162 feet to a fence post; thence North 25 degrees 30' West 26 feet to a gate post; thence North 70 degrees 45' West 1,337 feet to a stake in fence; thence North 22 degrees East 83 feet to a fence post, corner to John A. Widener; thence south 70 degrees 45' east 1520 feet to fence corner post in the westerly margin of Old Hickory Boulevard; thence with the margin of Old Hickory Boulevard South 22 degrees West 123 feet to the point of beginning, containing 3.00 acres, more or less.

BEING the same property conveyed to Loyd F. Potts, and wife, Janie C. Potts, by deed from Betty G. Smith and Ernest L. Smith, Jr., the heirs of Hallie M. Smith, deceased, of record in Book 10903, page 242, Register's Office of Davidson County, Tennessee.

This is improved property known as **5515 Old Hickory**

Maximum principal indebtedness for Tennessee recording tax purposes is $208,800.00.

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STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $210,000.00.

Subscribed and sworn to before me this 21st day of May, 1998.

Barnsdale J. Carter, Jr.
Affiant

My Commission Expires: 3/27/01
(Affix Seal)

Todd Moore
Notary Public

***TO HAVE AND TO HOLD*** said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee, his 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, except as noted herein.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 ($1.00)* paid in cash, receipt of which is acknowledged, the said ***BARNSDALE J. CARTER, JR.***, hereinafter referred to as Trustor, hereby transfers and conveys unto Joe M. Haynes, 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:

Trustor agrees 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 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.

Trustor further agrees 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 seven percent (7%) interest from the date of payment and shall become a part of the indebtedness secured hereby.

Now, if Trustor 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 (30) days from the 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse 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.

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 Trustor, its 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.

***WITNESS*** my hand on this the 21st day of May, 1998.

Loyd F. Potts
***LOYD C. POTTS***

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Janie C. Potts
***JANIE C. POTTS***

**STATE OF TENNESSEE]**
**COUNTY OF DAVIDSON]**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ***LOYD F. POTTS and wife, JANIE C. POTTS***, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, on this the 21st day of May, 1998.

Todd Moore
**NOTARY PUBLIC**

My Commission Expires: 5/27/01

Barnsdale J. Carter Jr.
**BARNSDALE J. CARTER, JR.**

**STATE OF TENNESSEE]**
**COUNTY OF DAVIDSON]**

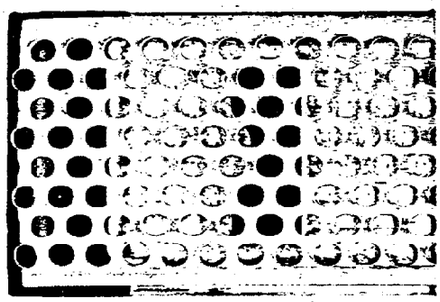
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ***BARNSDALE J. CARTER, JR.***, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, on this the 21st day of May, 1998.

Todd Moore
**NOTARY PUBLIC**

My Commission Expires: 5/27/01

3004 15:27 01/01 03CHECK 10



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

RECEIVED OF _____

FOR _____

BOOK 10946 PG 482

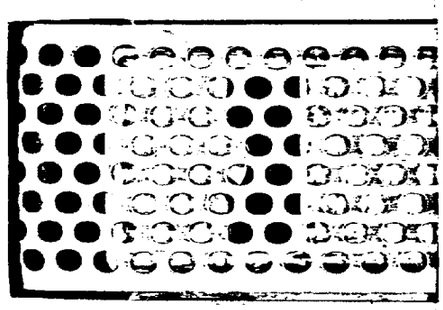
| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | | |

CAMT 210000.00
MAMT 208800.00
CON TX 777.00
MOR TX 237.82
PRFEE 1.00
WDEED 16.00
TOTAL 1031.82

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 1031.82

05/27/98 01 10:23 0001 2004



042335
IDENTIF. # REFERENCE

98 MAY 27 AM 10:21

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

**No.** 1297966