PICK-UP

INSTALLMENT DEED

FROM E.R. RUTHERFORD and Ann R. Thompson

TO BOBBY WAYNE AND RICHARD W. NORVELL

THIS INSTRUMENT PREPARED BY:
T. C. Jones Real Estate
210 25th Ave. North
Suite 123
Nashville, TN 37203

ADDRESS NEW OWNER(S) AS FOLLOWS:		MAP-PARCEL NUMBERS:
Bobby Wayne and Richard W. Norvell	Send tax bills to: Same	Map 047-00-0
4085 Blueberry Hill		Parcel 096.00
Nashville, TN 37218		

Davidson County DEEDINST
Recvd: 01/06/03 11:06 2pgs
Fees:13.00 Taxes:328.90
20030106-0001766

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}
The actual consideration or value, whichever is greater, for this transfer is
$ 69,000.00
Bobby WAYNE Norvell
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF January 2003.
Thomas C Jones
NOTARY PUBLIC
MY COMMISSION EXPIRES:
7-24-2004
(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

For and in consideration of the sum of sixty-nine thousand dollars ($69,000), of which three thousand dollars ($ 3,000) has been paid in cash by the grantees hereinafter named, and for the remainder the said grantees have executed a promissory note in the principal sum of $ 66,000 , bearing interest at eight percent per annum, payable to the order of Ann R. Thompson and E.R. Rutherford in monthly installments of $ 484.28 each, commencing January 2, 2003, and continuing for 360 months (30 years) until principal is paid in full. A late charge of $15.00 will be charged on any monthly payment due and not paid on or before 10 days after due date. Current year's taxes to be paid by grantees.

Maximum Principal indebtedness for Tennessee Recording Tax Purposes is $66,000 .

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.

We, E.R. Rutherford and Ann R. Thompson, hereinafter called the grantors, have this day bargained and sold, and do hereby convey unto Bobby Wayne Norvell and Richard W. Norvell, hereinafter called grantees, their heirs, and assigns, certain real estate in Davidson County, Tennessee as follows:

Land in the 13th Civil District of Davidson County, Tennessee, described as follows: Beginning at a point 234 feet west of the NE corner of a tract of land conveyed to Walter B. Williams Trustee, by deed from Henry Dalton and wife, Bobbie Dalton, of record in Book 4698, page 519, Register's Office for said County, said point being the southerly margin of Blue Berry Hill Road; thence from said point fronting 117 feet on the southerly margin of said road; hence running back between parallel lines S 8^0 45' W 1120 feet, more or less, to a line in the rear, on which it measures 117 feet, more or less.

(over)

Being the same property conveyed to E.R. Rutherford and Ann R. Thompson by Warranty Deed dated February 21, 2002, from Katheryn A. Woods n/k/a Katheryn W. Tisdale, of record in Register's Office of Davidson County, Deed Number 20020221-0022353.

This is improved property, known as 4085 Blueberry Hill, Nashville, Tennessee.

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 do 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 me in hand paid, we the said grantees herein do hereby transfer and convey unto Robert Spann, Trustee, his successors and assigns, the real estate herein described, with the appurtenances, estate title and interest thereto belonging, for the purpose aforesaid only. We further agree to keep the said property insured for at least the amount of the debt, keep the 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 or treat the sum or sums so expended as part of the indebtedness as secured therein, the same to bear interest from the date of such payment.

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 whereof, we, the said grantor and grantee, have hereunto set our hands this the 4th day of January, 2003.

E. R. Rutherford

Ann R. Thompson

Bobby Wayne Norvell

Richard W. Norvell

STATE OF TENNESSEE}
Davidson County}

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, the bargainors, 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.

4th day of January - 2003.

Commission Expires 7-24-2004

Thomas C. Jones
Notary Public

THOMAS C. JONES NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE