Davidson County DEEDINST
Recvd: 12/06/06 14:07 4 pgs
Fees:23.00 Taxes:701.72
20061206-0150923

This Instrument Prepared By:
Rudy Title & Escrow, LLC
2012 21st Avenue
Nashville, TN 37212

Return To:
Rudy Title & Escrow, LLC
2012 21st Avenue
Nashville, TN 37212

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP/PARCEL NUMBER
Genady Prutianov 5525 Nevil Pointe Brentwood, TN 37027	Genady Prutianov 5525 Nevil Pointe Brentwood, TN 37027	14800012900

INSTALLMENT DEED

For and in Consideration in the sum of $149,900.00 (One Hundred Forty Nine Thousand Nine Hundred Dollars), of which $20,000.00 (Twenty Thousand Dollars), has been paid in cash by **Genady Prutianov**, the receipt of which is hereby acknowledged, and for the remainder $129,900.00 (One Hundred Twenty Nine Thousand Nine Hundred Dollars), the said Genady Prutianov shall make 18 monthly installments in the amount of $864.23 (Eight Hundred Sixty Four Dollars and Twenty Three Cents) with the first installment due and payable on January 1, 2007 with the final installment due and payable on August 30, 2008 together with interest at the rate of 7 (Seven) % and to secure the payment of the debt herein above set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed, **Rachel Saunders, unmarried** has this day bargained and sold, and do hereby transfer and convey unto the said **Genady Prutianov** certain real estate in Davidson County, Tennessee, as follows:

TRACT#1:

A tract of land in the 5th Civil District to Davidson County, Tennessee, near the town of Antioch, and being known as Tract No. 4 on the plan made by Geo. W. Watkins, Surveyor, November 7, 1950, showing division of a 84-acre Tract known as the Payne Lands, and described according to said Watkins Survey as follows:

Beginning at an iron pin in the south margin of a 25-foot roadway, at the corner of Tracts 1 and 4 shown on said survey in the northeast line of Tract No. 3; thence with the line between Tracts 1 and 4 as follows: North 1 deg. East 360 feet to an iron pipe, and north 27 deg. 10' East 481 feet to a stone, the northeast corner of Tract 4 and the southeast corner of the Reeves Springs lot; thence with the south line of said Spring lot, north 89 deg. 30' West 459 feet to a post; thence south 38 deg. 30' West 393 feet to an iron pin at a 10-inch elm, a corner of Tract No. 3; thence with the line between Tracts 3 and 4, south 78 deg. East 236.5 feet to an iron pipe in the margin of a 25-foot roadway, and continuing with the line between Tracts 3 and 4, and along the margin of said roadway, as follows: South 3 deg. 45' East 67 feet, South 9 deg. East 100 feet, South 21 deg. 15' East 100 feet to a point, and South 34 deg. 45' East 225 feet to the beginning.

Together with an easement for the right of ingress and egress across Tracts 1 and 2 as shown on said Watkins Survey and subject to the easement across the property herein described for the use and benefit of other parties, in and to certain roadways, as shown on said survey.

TRACT #2:

Land in the 5th Civil District of Davidson County, Tennessee, near the town of Antioch, and being known as part of Tract No. 3 on the Plan thereof made by Geo. W. Watkins, Surveyor, on November 7, 1950, showing the division of the Payne Lands, and being described as follows:

Beginning at a point in the south margin of a 25-foot roadway, sometimes referred to as Payne Hill Road, said beginning point being in the line between Lot No. 3

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and 4 of said Watkins Survey; thence with the line of said Roadway, North 21 deg. 15' West 100 feet to a point; North 9 deg. West 100 feet to a point; North 3 deg. 45' West 67 feet to a point; thence North 78 deg. West 236.5 feet more or less to an iron pin at a ten inch elm tree; thence southeasterly 410 feet more or less to the point of beginning, and said land being triangular in shape.

Being the same property conveyed to Rachel Saunders, unmarried by deed from T. K. Jones, Jr. and William Wendell Jones of record in Instrument 200604180043952 on April 12, 2006 and filed for record on April 18, 2006, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all existing easements and restrictions as shown of record including an easement for ingress and egress as shown of record in Deed Book 11747, page 323 and Instrument Nos. 200312030173918; 200501180005874; and 200604180043952, Register's Office for Davidson County, Tennessee.

This is unimproved property known as 4830 Payne Road, Antioch, TN 37013.

To Have and to Hold said real estate, with the appurtenance, estate, title and interest thereto belonging to the Grantee her heirs and assigns forever; and I do covenant with the said Grantee that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is encumbered by the following:

Deed of Trust executed by Rachel Saunders, unmarried on 04/12/2006 and filed for record on 04/18/2006 in Instrument 200604180043953, in favor of W. Rowlett Scott, Armstrong Allen, PLLC, as trustee, to secure Wells Fargo Bank, N. A., in the original principal sum of $30,000.00.

Grantor herein agrees that upon receipt of the installment due and payable on August 30, 2008, Grantor will pay balance owed (principal and interest) on Deed of Trust recorded in Instrument No. 200604180043953 and submit to Grantee a copy of release of said lien duly filed for record in the Registers Office for Davidson County, Tennessee.

Grantor agrees that she will not further encumber said property.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to the said Grantee, his heirs and assigns, against the lawful claims of all persons. 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.

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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, the said Genady Prutianov does hereby transfer and convey unto Mary Frances Rudy, Trustee, a resident of Davidson County, Tennessee, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Genady Prutianov, does hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable builder's risk or hazard insurance company or companies for at least the sum of the insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear.

Genady Prutianov does 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 Genady Prutianov fails 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 and treat the sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

G. P.

Now Genady Prutianov shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if Genady Prutianov fails to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; If Genady Prutianov fails to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes then past due and unpaid , all remaining unpaid notes shall become due and payable at once, without notice, and said Trustee, or her successor in trust, is hereby authorized and empowered upon given 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 hereby expressly waived; and the said Trustee, or her 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. Genady Prutianov agrees, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by her Genady Prutianov further agrees that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take 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 such premises.

3rd To the payment of all unpaid notes 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 Rachel Saunders, her heirs, representatives or assigns to pay the balance due and payable on the above setout deeds of trust that now encumber said property

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 notes, 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 Mary Frances Rudy, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and shall not be required to file any account or settlement in relation to his trusteeship.

WITNESS my/our hands on this the 28th day of November, 2006.

Rachel Saunders

Genady Prutianov

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 Rachel Saunders, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they have executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at the office, this 28th day of November, 2006.

ADAM LAFEVOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV 22, 2008

Notary Public
My Commission Expires:_____

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 Genady Prutianov, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they have executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at the office, this 28th day of November, 2006.

ADAM LAFEVOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2008

Notary Public
My Commission Expires:_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $149,900.00.

AFFIANT

Sworn and subscribed before me, this 28th day of November, 2006.

LAURA MITCHELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

Notary Public
My Commission Expires: 5/22/10

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING PURPOSES IS $129,900.00.