INSTALLMENT DEED

FROM

ALICE LEIBFRITZ MILLIKEN, ET AL

TO

JAMES SCOTTY CHAMBLISS and wife, MYRA CHAMBLISS

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Scotty Chambliss, et ux (NAME)	SAME (NAME)	Map 23
5235 Hwy 41-A (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 6700
Joelton, Tn. 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

BILL GARRETT, Davidson County
Trans:T20100081797 DEEDINST
Recvd: 12/29/10 13:16 5 pgs
Fees:27.00 Taxes:0.00
20101229-0103390

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$280,000.00 Scotty Chambliss
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 30th DAY OF June 1992

Notary Public

MY COMMISSION EXPIRES: 4-30-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Two hundred eighty thousand and 00/100 ($280,000.00)---
---DOLLARS

of which $112,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed 4 notes payable as follows: $30,000.00 payable to Alice Leibfritz Milliken; $78,000.00 payable to Edward Leibfritz and wife, Nadine Leibfritz; $30,000.00 payable to Lorene Leibfritz; and $30,000.00 payable to Betty Leibfritz Harris, all of the above being principal note amounts. All 4 of the notes are due and payable 1 year from date, with interest at the rate of 6% per annum, said interest to be payable annually. Grantees have the option to renew these notes for 1 year.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $168,000.00.

and providing for payment of attorney's fees, and 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. Alice Leibfritz Milliken, Edward Leibfritz, Ettie Leibfritz Mayo, Lorene Leibfritz, Betty Leibfritz Harris, and Teresa Wooden

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto James Scotty Chambliss and wife, Myra Chambliss

herein called grantees, their heirs and assigns, certain real estate in Cheatham and Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT A FOR DESCRIPTION OF PROPERTY.

This is unimproved ( ) improved ( ) property, known as ---
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

*106 Frey Street, P.O. Box 125, Ashland City, Tennessee 37015

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 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto James W. Stinnett, Jr.* Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $insb. 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. We 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 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 and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 we fail 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; we fail 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 force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 Cheatham 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 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 conveyance. We agree 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 him. We further agree 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 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 the grantees herein, their heirs, 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 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 Cheatham County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

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.

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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 30th day of June 1992.

× James Scotty Chambliss
× Myra Chambliss
×

× Betty Leibfritz Harris
× Alice Leibfritz Milliken
× Teresa Wooden
× Ettie Mayo
× Lorene Leibfritz
Edward Leibfritz

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned, **a Notary Public in and for said County and State, the within named** Alice Leibfritz Milliken, Edward Leibfritz, Ettie Leibfritz Mayo, Lorene Leibfritz, Betty Leibfritz Harris, and Teresa Wooden, and James Scotty Chambliss and wife, Myra Chambliss **the bargainors, 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 Ashland City, **Tennessee, this** 30th **day of** June, 1992.

WILKINSON NOTARY CHEATHAM

Mary Wilk, **Notary Public.**

Commission expires 4-30-96

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, **a Notary Public of the State and County aforesaid, personally appeared** _____, **with whom I am personally acquainted, and who, upon oath, acknowledged** _____ **self to be** _____ **of the** _____, **the within named bargainor, a corporation, and that** _____ **he as such** _____, **being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by** _____ **self as** _____.

Witness my hand and seal, at office in _____, **this** _____ **day of** _____, **19**_____.

_____, **Notary Public.**

Commission expires _____.

CHEATHAM COUNTY, STATE OF TENNESSEE
Office of the Register 6:30 1992
I, PETTY J. ROSS, Cheatham County Register do certify that the foregoing instrument and certificate was received in my office at 11:00 o'clock A m., on 6-30 1992; entered in Note Book 51 Page 280 entered in Book No. 322 Page 95 The following amounts were paid under receipt No. 51459
STATE TAX: DEED $ 1,036.00
STATE TAX: MTGS $ 140.90
PROBATE FEE: $ 1.00
RECORDING FEE: $ 8.00
TOTAL $ 1,239.90
Petty J. Ross REGISTER

INSTALLMENT DEED
FROM: Alice Leibfritz Milliken, et al
TO: James Scotty Chambliss, et ux

EXHIBIT A

First Tract: **BEGINNING** at a stone, the original northeast corner of the James H. Knight homeplace; thence with the line of same, South 4 degrees West 7-8/10 poles to a stone; thence South 86-1/4 degrees East 9-5/10 poles to a stone in Leibfritz heirs' line (west line); thence with same, North 4 degrees East 57-4/10 poles to a stone in the south line of the Leibfritz heirs home tract; thence North 86-1/4 degrees West 19 poles to a poplar in the east line of the Henry Ramer old grant; thence North 4-3/4 degrees East 44-2/10 poles to a stone in said grant line; thence North 60-3/4 degrees East 30-3/10 poles to a stone; thence North 3-3/4 degrees East 36-2/10 poles to a stone, Will Ramer's corner; thence North 86 degrees West 24-7/10 poles to a stone in the east line of said old grant; thence South 4-3/4 degrees West 18 poles to a stone; thence North 86-1/4 degrees West 60-9/10 poles to a stone, corner of the 7 acre tract of land conveyed by James H. Knight to J. H. Chambliss, same being in the center of a road; thence along said road with the center thereof, the following bearings and distances: South 38 degrees East 41 poles to a stake in the center of road survey; thence South 2 degrees West 26 poles to a small sassafras; thence South 22 degrees West 14 poles to a stake in an old road about 3 poles north of a small branch; thence South 49 degrees West 16 poles to a stake; thence South 61-1/2 degrees West 12-4/10 poles to a stake; thence South 22 degrees West 41-2/10 poles to a stake in the center of New Graded Road; 7/10 poles west of a stone; thence South 86-1/4 degrees East 7/10 poles to the beginning, **containing 56-7/10 acres, more or less.**

But there is **EXPRESSLY EXCLUDED** from this conveyance the eastern half of the New Graded Road mentioned in the above description, said road being 24 feet wide and one-half of same being embrased in the above description.

Second Tract: **BEGINNING** at a large poplar, Heriges corner in a lane; thence North 88-3/4 degrees West 145 poles to a poplar and hickory; thence North 51 poles to the center of Ramer Mill Branch; thence down said branch with its meanders, North 42 degrees East 20 poles; North 78 degrees East 36 poles; North 42 degrees East 10 poles; North 56 degrees East 8 poles; North 35 degrees East 26 poles; North 75 degrees East 25 poles; North 31 degrees East 16 poles; North 57 degrees East 28 poles; North 81 degrees East 20 poles; South 45 degrees East 8 poles to a sycamore stump near the mouth of branch; thence South 2 degrees West 139 poles with Nances' and Heriges' line, to the beginning, **containing 95 acres and 42 poles.**

Third Tract: **BEGINNING** upon a stake and pointers near Bear Branch; thence North 88-1/2 degrees West 59 poles to a stake and pointers; thence South 1-1/2 degrees West 101 poles to a stake and poplar; thence East 21 poles to a stake and pointers; thence South 1 degree East 65-1/2 poles to a stake; thence West 42 poles to a stake; thence South 30-1/4 poles to a stake; thence East 77 poles to a stake in Bear Branch, white oak pointers; thence North 2-1/2 degrees East 195 poles to the beginning, **containing 67 acres and 37 poles, more or less.**

AND BEING an undivided one-seventh (1/7) interest in the same property conveyed to Stephen Leibfritz, by deed from Charles Leibfritz, of record in Book 72, Page 558, Register's Office for Cheatham County, Tennessee. The said Stephen Leibfritz and wife, Mary Leibfritz died intestate, survived by their only heirs at law, Alice Leibfritz Milliken, Beuna Leibfritz Williams, Edward Leibfritz, Ettie Leibfritz Mayo, Lorene Leibfritz, Betty Leibfritz Harris, only heir of Oscar Leibfritz, deceased, and Teresa Wooden, only heir of Gladys Leibfritz Jones, deceased; the said Beuna Leibfritz Williams conveyed all her right, title, claim and interest in said property to Edward Leibfritz by quitclaim deed of record in Book 314, page 896, said Register's Office.

This is the same description as in the previous deed of record.

Grantees are responsible for payment of 1992 land taxes, which have been prorated.

FULL RELEASE OF LIEN

Subdivision and Lot No. or other identification: Three tracts of land located in Cheatham County, Tennessee and Davidson County, Tennessee.

Amount of Notes: $30,000.00 payable to Alice Leibfritz Milliken; $78,000.00 payable to Edward Leibfritz and wife, Nadine Leibfritz; $30,000.00 payable to Lorene Leibfritz; and $30,000.00 payable to Betty Leibfritz Harris.

The undersigned, **ALICE LEIBFRITZ MILLIKEN, NADINE LEIBFRITZ, LORENE LEIBFRITZ, and BETTY LEIBFRITZ HARRIS**, hereby declare that they were the true and lawful holders and owners at the time of payment of the entire indebtedness fully described in and secured by lien in the **Installment Deed from Alice Leibfritz Milliken, Edward Leibfritz, Ettie Leibfritz Mayo, Lorene Leibfritz, Betty Leibfritz Harris, and Teresa Wooden, to James Scotty Chambliss and wife, Myra Chambliss, of record in Book 322, Page 95, Register's Office for Cheatham County, Tennessee,** to which record reference is here made, and hereby acknowledge the payment in full of said indebtedness, and the satisfaction and discharge of said lien.

IN WITNESS WHEREOF, they have hereunto subscribed their names on this 21st day of February, 1995.

Alice Leibfritz Milliken
ALICE LEIBFRITZ MILLIKEN

Nadine Leibfritz
NADINE LEIBFRITZ

Lorene Leibfritz
LORENE LEIBFRITZ

Betty Leibfritz Harris
BETTY LEIBFRITZ HARRIS

CHEATHAM COUNTY, STATE OF TENNESSEE
Office of Register, 2:22 1995
I, Dot Dowlen, Register of said county, do certify that the foregoing instrument and certificate are registered in my office, in Book No. Rel 36 Page No. 253 and that they were received 2-22 1995 at 9:30 o'clock A.M. and entered in Note Book 2 Page 12 Receipt No. 16891
Dot Dowlen Register.

STATE OF TENNESSEE]
COUNTY OF CHEATHAM]

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **ALICE LEIBFRITZ MILLIKEN, NADINE LEIBFRITZ, LORENE LEIBFRITZ, and BETTY LEIBFRITZ HARRIS**, the bargainors, 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 Ashland City, Tennessee, this 21st day of February, 1995.

Notary Public

My Commission Expires: 4-30-96

This instrument was prepared by:
STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015