BILL GARRETT, Davidson County
Trans:T20130015213 DEEDINST
Recvd: 02/22/13 15:55 7 pgs
Fees:38.00 Taxes:613.25
20130222-0018214

This Instrument Prepared By:

BOTTORFF & KAVIN, PLC
155 Franklin Road, Suite 120
Brentwood, Tennessee 37027
(615) 371-0800

INSTALLMENT DEED

Address New Owner:	Send Tax Bills to:	Map/Parcel:
Rita Montesi and Arthur Baerlin 8857 Fairway Gardens Cordova, TN 38016	Owner	Tract 1: 20 W 1175 82-3 Tract 2: 20 W 11470 82-9

STATE OF TENNESSEE
COUNTY OF WILILAMSON

The actual consideration or value, whichever is greater, for this transfer is $130,000.00.

The maximum principal indebtedness for Tennessee recording tax purposes is $117,000.00.

Lynda K. Towe
Affiant

Sworn to and subscribed before me this 18th day of February, 2013.

Notary Public

My Commission Expires: 3-30-15

TISHA C. BALDWIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

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FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) paid in cash or otherwise provided for in a promissory note, the receipt of which is hereby acknowledged, **Rita Montesi and Arthur Baerlin**, as Joint Tenants with Rights of Survivorship, the Grantees herein, have executed a Balloon Installment Deed Note payable to **Leah Mildred Faske**, the Grantor herein, of even date herewith, in the amount of One Hundred Seventeen Thousand and no/100 Dollars ($117,000.00), due and payable according to its terms and assumable only upon permission of the holder thereof; and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, and, therefore, **Leah Mildred Faske**, has this day bargained and sold, and does hereby transfer and convey unto the said **Rita Montesi and husband Arthur Baerlin**, their heirs, successors and assigns, certain real

estate in Davidson County, Tennessee, described as follows:

> See attached Exhibit "A" for a complete legal description of said property.

This conveyance is subject to real property taxes for 2013.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever. The Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for those matters hereinabove stated.

The Grantor further covenants and binds herself, her heirs and assigns, to warrant and forever defend the title to 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 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 paid in cash, receipt of which is acknowledged, the said **Rita Montesi and husband Arthur Baerlin** hereinafter referred to as Trustors, hereby transfer and convey unto Thomas I. Bottorff of Williamson County, Tennessee, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustors upon the following uses and trusts:

Trustors 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 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 **Leah Mildred Faske** or her heirs and assigns for the benefit of the lawful owner or holder of said indebtedness as its interest may appear.

Trustors further agree 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 her 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 interest at the rate of ten percent (10%) from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors 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 date of such demand for 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 her 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 her successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Lender 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 her. 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 Trustors, their 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 her 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 our hands this 13 day of February, 2013.

GRANTORS:

Leah Mildred Faske
LEAH MILDRED FASKE

GRANTEE:

RITA MONTESI

ARTHUR BAERLIN

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Rita Montesi and husband Arthur Baerlin**, the bargainors, to me known or proved to me on the basis of satisfactory evidence, and acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 2013.

Notary Public

My Commission Expires:_____

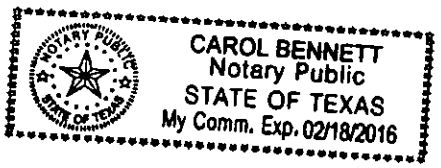
STATE OF TEXAS
COUNTY OF TEXAS

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Leah Mildred Faske**, unmarried, the bargainor, to me known or proved to me on the basis of satisfactory evidence, and acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 13 day of February, 2013.

Carol Bennett
Notary Public

My Commission Expires: 2-18-16



any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Trustors, their 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 her 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 our hands this 13 day of February, 2013.

GRANTORS:

Leah Mildred Faske
LEAH MILDRED FASKE

GRANTEE:

Rita Montesi
RITA MONTESI

Arthur Baerlin
ARTHUR BAERLIN

STATE OF TN
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Rita Montesi and husband Arthur Baerlin**, the bargainors, to me known or proved to me on the basis of satisfactory evidence, and acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 13th day of February, 2013.

Vanessa E. Allen
Notary Public

My Commission Expires: 8/16/14

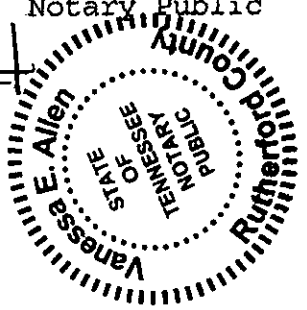


EXHIBIT "A"

TRACT I: Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of Sharpe and Horn's Second Addition to Northeast Nashville, as of record in Book 161, page 53, Register's Office for said County.

Said Lot No. 17 fronts 50 feet on the easterly side of North First Street and runs back between parallel lines, with the southerly margin of Richardson, formerly Scott Avenue 145 feet to an alley.

TRACT II: Being Lot No. 16 on the Plan of Sharpe and Horn's Second Addition to Northeast Nashville, as of record in Book 161, page 53, Register's Office for said County.

Said Lot No. 16 fronts 50 feet on the easterly side of North First Street and runs back between parallel lines 145 feet to an alley.

Being the same property conveyed to Leah Mildred Faske by Quitclaim Deed from John A. Dabbs and wife, Ann J. Dabbs and Kimberly Kathleen Dabbs, unmarried, dated August 10, 1999, of record in Book 11618, page 16, said Register's Office.