Return to
BRENTWOOD
TITLE & ESCROW, LLC
320 SEVEN SPRINGS WAY
SUITE 150
BRENTWOOD, TN 37027

INSTALLMENT DEED

FROM

MARY ANN McCORD REESE

TO

RUSLAN ADZHIGIREY AND WIFE
MARY KACY ADZHIGIREY

Prepared by:
Alan C. Housholder, Attorney
102 Woodmont Boulevard, #510
Nashville, TN 37205

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ruslan Adzhigirey and Mary Kacy Adzhigirey 413 Wauford Drive Nashville, TN 37211	Same	Map 147-1 Parcel 137

(FOR REGISTER'S USE)

Karen Johnson Davidson County
Batch# 890879 DEEDINST
07/19/2022 11:33:25 AM 4 pgs
Fees: $23.00 Taxes: $1,986.20

20220719-0082682

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 410,000

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 1st DAY OF JULY, 2022

Notary Public

MY COMMISSION EXPIRES: 7/9/2024

ALAN C. HOUSHOLDER NOTARY PUBLIC TENNESSEE My Comm Exp. July 9 2024 COUNTY OF DAVIDSON

FOR AND IN CONSIDERATION OF the sum of Four Hundred Ten Thousand & 00/100 (410,000.00) DOLLARS for which grantees have made an installment deed note payable to grantor in the amount of $410,000.00 payable interest only each year at 5.0% payable in full by July 1, 2052 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.

Mary Ann McCord Reese hereinafter called the grantor has this day bargained and sold, and do hereby transfer and convey unto Ruslan Adzhigirey and wife Mary Kacy Adzhigirey herein called grantees the heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

See Attached Exhibit A

This is improved property known as 413 Wauford Drive, Nashville, TN 37211

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his 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 grantee, his 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, I, the said grantee herein do hereby transfer and convey unto Alan C. Housholder Trustee, his successors and assigns, the property hereinbefore described, with the appurtenances, estate title and interest thereto belonging, for the purpose aforesaid, only. I, the said grantee 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 $410,000.00 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. I 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 I 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 I, the said grantee, 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 I fail to pay any one of said notes or part thereof, promptly at maturity or fail to pay taxes, keep up repairs or keep said premises insured as herein provided, or 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 full 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 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, 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. I 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. I 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 concerning 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 grantee herein, his 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 Davidson 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 WHEREOF, we, the said grantor and grantees, have hereunto set our hands this the 1st day of July, 2022.

RUSLAN ADZHIGIREY

MARY ANN McCORD REESE

MARY KACY ADZHIGIREY

STATE OF TENNESSE)
COUNTY OF DAVIDSON)

Personally appeared before me, Alan C. Householder, a Notary Public in and for said County and State, the within named Ruslan Adzhigirey and wife Mary Kacy Adzhigirey and Mary Ann McCord Reese 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 Nashville, Tennessee this 1st day of July, 2022.

ALAN C. HOUSHOLDER NOTARY PUBLIC TENNESSEE COUNTY OF DAVIDSON My Comm Exp. July 9, 2024

Notary Public
Commission expires: 7/9/2024

The maximum principal indebtedness secured by this instrument is $410,000.00.

EXHIBIT A

Being lot no. 523 on the Plan of Caldwell Hall, Section IX, of record in Book 3300, page 25, Register's Office for said county.

Said lot No. 523 fronts 85 feet on the westerly side of Wauford Drive and extends back 207.8 feet on the northerly line and 206.2 feet on the southerly line to a dead line in the rear on which it measures 85.03 feet.

Being the same property conveyed to William Davis and wife, Mary Ann Reese, by deed from Linwood E. Smith and wife, Marian R. Smith, of record in Book 3906, page 502, Register's Office for Davidson County, Tennessee and by Decree from the Fourth Circuit Court of Davidson County, Tennessee to Mary Ann McCord Reese of record in Book 4603, Page 537, Register's Office for Davidson County, Tennessee.