Karen Johnson Davidson County
Batch # 1107720 DEEDINST
03/06/2024 10:37:55 AM 5 pgs
Fees: $28.00 Taxes: $1,692.33
20240306-0015556

This instrument prepared by
and to be returned to:
B. Forest Hamilton
Attorney at Law
PO BOX 159330
Nashville, TN 37215

Tax Statement to be mailed to:
3227 CLH LLC
6538 Melinda Drive
Nashville, TN 37205

Parcel ID: 070 13 0 047.00

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIFTY THOUSAND AND 00/00 DOLLARS ($350,000.00) of which $2,500.00 has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the Said Grantee has executed a joint promissory note of even date herewith, payable to the order of PHILIP DISSER and ROSEMARY DISSER, husband and wife, in the original principal sum of $347,500.00, payable in 240 monthly installments of $2,293.35 each, beginning April 1, 2024, with a like sum on the 1st day of each consecutive month thereafter, until March 1st, 2044, when the final installment shall be due and payable, said monthly installments include interest at the rate of 5% per annum; 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.

We, Philip Disser, and Rosemary Disser, husband, and wife, hereinafter called the Grantors, have this day bargained, and sold, and do hereby transfer and convey unto 3227 CLH LLC, hereinafter called Grantee, certain real estate located in the first civil district of Davidson County, Tennessee, as follows:

> Being a parcel of land, located in Nashville, first civil district, second council, manicdistrict, Davidson County, Tennessee, located on the southerly right-of-way of Clarksville Highway (State Route 12) and lot No. 1 of the recorded subdivision plat of first revision Cathcart Subdivision of record in Plat Book 9700, Page 801, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:
>
> Beginning at a point on the southerly, right-of-way of Clarksville Highway (State Route 12), said point being 213 feet east more or less from the centerline of Manchester Avenue along the southerly right away of Clarksville Highway (State Route 12); thence, continuing along said Clarksville Highway (State Route 12), south 56 degrees 58 minutes 31 seconds east 92.89 feet to a point in the northwest corner of lot number one of Section Two Bordeaux Shopping Center, of record and plat book 6900, page 100 said registers office; thence, leaving said right-of-way with the Westerly line of Section Two Bordeaux Shopping Center, south 00 degrees 05 minutes 45 seconds west 145.29 feet to a point; vents leaving said Westerly line of

Section Two Bordeaux Shopping Center with the northerly line of two of the first revision, Cathcart subdivision of record in Plat Book 9700, Page 801, said registers office, North 58 degrees, 52 minutes 42 seconds West 99.78 feet to an existing iron pin in the southeast corner of the L. E. Smith subdivision of record and Plat Book, 4715, Page 22, said Register's Office; thence, with said, easterly line of L. E. Smith subdivision, north 03 degrees 05 minutes 00 seconds East 144.56 feet to the southerly right-away-of Clarksville Highway. (State Route 12), and the point of beginning, containing 12,030 square feet or 0.27 acre, more or less, according to a survey by Wendell H. Tally, Sr., Registered Land Surveyor, Tennessee, No. 785, Barge, Waggoner, Sumner and Cannon, Inc., 162 Third Ave. North, Nashville, Tennessee 37201, dated November 17, 1998.

Being a part of the same property conveyed to PHILIP DISSER and ROSEMARY DISSER, husband and wife, by installment deed from Murph T. Cathcart and wife, Gladys E. Cathcart, of record in Book 11505, Page 887, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all easements, conditions and matters as shown on plat of record in Plat Book 9700, Page 801, Register's Office for Davidson County, Tennessee.

To have, and to hold the said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said, grantee, and assigned forever.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its 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, its 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 note or notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note or notes, as it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Grantee herein does hereby transfer and convey unto B. Forest Hamilton, Trustee, Attorney at Law, PO BOX 159330, Nashville, Tennessee 37215, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. The Said Grantee does hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured with some reliable fire insurance company or companies for at least the sum of insurable value until the note or 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 note or 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 note or 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 Grantee, shall pay the note or 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 note or 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 note or notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of Said note or notes, within thirty (30) 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 note or notes, or any of said note or notes then past due and unpaid, all remaining unpaid note or 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 (20) 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 Courthouse 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 note or 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 there of, 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 here under, 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 rise 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 some expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the Grantee herein, its representatives or assigned.

In case of the death, absence, inability or refusal to act of said trustee, at any time, when action under the foregoing power and trust, maybe required the lawful owner and holder of said note or notes, or if more than one then of the first maturing, unpaid note is here by authorized and powered to name an 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 hearing conveyed to such trustee shall be vested in such Successor.

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.

Maximum principal indebtedness for Tennessee recording tax purposes is $347,500.

IN WITNESS WHEREOF, we the Grantors and Grantee have executed this Installment Deed on this the 29 date of February 2024.

GRANTORS:

PHILIP DISSER

ROSEMARY DISSER

GRANTEE:

Steve Disser, Member
3227 CLH LLC

Construe all terms with the appropriate gender and quantity required by the sense of this deed.

STATE OF TENNESSEE
COUNTY OF Davidson

On this 29th day of February 2024, before me personally appeared PHILIP DISSER, ROSEMARY DISSER, STEVE DISSER in his capacity as Member of 3227 CLH LLC, to me known to be the persons described in and who being acknowledged that they executed the within instrument for the purposes therein contained.

Amanda Brown Signature Amanda Brown

Print Name Notary Public Title

My commission expires: 12-18-27

AMANDA L. BROWN
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY

AFFIDAVIT OF VALUE

STATE OF Tennessee

COUNTY OF Rutherford

The undersigned here by offers this instrument for recording within the meaning of the statute of the State of Tennessee under Tenn. Code Ann. Section 67-4-409, and here by swears and affirmed that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $350,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Amanda Brown Signature of Affiant

Subscribed and sworn to before me this 29 day of February, 2024.

Lynn F. Vaught Notary Public

Lynn F. Vaught Print Name

My commission expires: 2/21/2027

