THIS INSTRUMENT WAS PREPARED BY
DEWEY W. PEDIGO OF THE LAW FIRM OF
PEDIGO & SAINDON, STAHLMAN BUILDING, NASHVILLE, TENNESSEE

Installment Deed

BOOK 4078 PAGE 248

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George I. Osment et ux,	George I. Osment	13D-39820
(NAME:) Route No. 3	(NAME:) Same	13D-39960 Map 56
(STREET ADDRESS OR ROUTE NUMBER) Ashland City, Tennessee	(STREET ADDRESS)	P/o Par. 8 TW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Thousand and no/100 ---------- ($10,000.00) ---------- *Dollars,*

of which Two Thousand Five Hundred Fourteen and 85/100 ---------- ($2,514.85) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Four Hundred Eighty Five and 15/100 ---------- ($7,485.15) ---------- *Dollars,*

George I. Osment and wife, Ophie L. Osment *have* assumed and agree to pay the unpaid balance of $3,635.15 of an original indebtedness of $8,318.40 secured by deed of trust of record in book 3290, page 449, Register's Office for Davidson County, Tennessee, and have executed their promissory note of even date herewith in the amount of $3,850.00 payable to the order of James E. Hodgens and wife, Delores Hodgens, in 60 monthly installments of $74.44 each, which include both principal and interest at the rate of 6% per annum, with the first installment falling due one month from the date of the last payment of the above mentioned deed of trust in book 3290, page 449, said Register's Office, and continuing monthly thereafter until paid in full.
Said note of $3,850.00 bears interest from date at the rate of 6% per annum payable annually until the first installment of said note is due and payable.

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, We, James E. Hodgens and wife, Delores Hodgens,

have this day bargained and sold, and do hereby transfer and convey unto the said George I. Osment and wife, Ophie L. Osment, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:
A tract of land in the 13th Civil District of said County and State, described according to a survey made by John R. Alley, Surveyor, October 29, 1966, as follows:
Beginning in the center of Bull Run Creek at the northeast corner of the property conveyed to James E. Hodgens and wife, of record in book 3763, page 399, Register's Office for said County; thence with the center of Bull Run Creek south 54° 30' west 211 feet, and south 52° 00' west 129 feet to the northeasterly margin of proposed Hodgens Road; thence with the same south 21° 15' east 380 feet, south 22° 30' east 70 feet, and south 33° 00' east 69 feet to the southwest corner of the property conveyed to Wise Homes, Inc., of record in book 3400, page 75, said Register's Office; thence with said Wise Homes, Inc.'s western boundary line north 49° 30' east 210 feet to said Wise Homes, Inc.'s northwest corner; thence with said Wise Homes, Inc.'s northern boundary line south 58° 30' east 210 feet to said Wise Homes, Inc.'s northeast corner; thence with said Wise Homes, Inc.'s eastern boundary line south 49° 30' west 210 feet; thence south 10° 30' west 25 feet to said proposed Hodgens' Road; thence with the same as follows: South 64° 00' east 467 feet, south 65° 00' east 50 feet, south 71° 15' east 50 feet, south 75° 00' east 50 feet, south 83° 30' east 50 feet, south 85° 50' east 50 feet, south 89° 00' east 44 feet, north 88° 15' east 231 feet; thence leaving said proposed Hodgens' Road north 72° 40' east 329 feet to a 5-inch elm tree; thence north 80° 15' east 257 feet to a stake; thence north 59° 40' east 257 feet to a stake; thence north 54° 00' east 185 feet to a post; thence north 7° 00' east 1085 feet; thence south 72° 00' west 16 feet to a chestnut oak; thence south 24° 00' west 218 feet to a red oak stump; thence south 50° 30' west 187.5 feet to a chestnut oak stump; thence south 43° 30' west 118 feet to a chestnut oak; thence south 41° 30' west 52.5 feet to a black gum; thence south 49° 40' west 196 feet to a hickory; thence south 38° 30' west 220 feet to a chestnut oak; thence south 55° 15' west 79 feet to a chestnut oak; thence south 67° 30' west 81.5 feet to a chestnut oak stump; thence south 78° 00' west 103 feet to a chestnut oak; thence north 82° 00' west 94 feet to a chestnut oak; thence north 66° 00' west 75 feet to a stone; thence north 61° 15' west 109 feet to a red

oak stump; thence north 64° 40' west 103 feet to a chestnut oak; thence north 85° 30' west 233 feet to a red oak stump; thence south 82° 45' west 403 feet to an ash tree; thence north 33° 00' west 439 feet to the beginning, containing 33.5 acres, more or less.

Being part of the real property conveyed to James E. Hodgens and wife, Delores Hodgens, by deed from Thomas L. Walker and wife, of record in book 3763, page 399; to James Emmett Hodgens and wife, Deloras Mae Hodgens, by deed from Allen H. Perry and wife, of record in book 3935, page 961; and to James E. Hodgens and wife, Delores Mae Coder Hodgens, by deed from Jesse P. Barrow and wife, of record in book 3957, page 705, Register's Office for said County.

James E. Hodgens and James Emmett Hodgens are one and the same person.
Delores Hodgens, Deloras Mae Hodgens, and Delores Mae Coder Hodgens are one and the same person.

STATE TAX $ 150.
PROBATE .50
TOTAL $ 150

NOV 16 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID NOV 16 1966

STATE TAX $ 185
PROBATE .50
TOTAL $ 185

NOV 16 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID NOV 16 1966

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George I. Osment and wife, Ophie L. Osment, their *(successors), 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,* except by deed of trust as above set out.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* George I. Osment and wife, Ophie L. Osment, their *(successors), 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 George I. Osment and wife, Ophie L. Osment, *hereinafter referred to as trustors, hereby transfer and convey unto* William O. Lee, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging 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 the sum of $ ------, or 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 said trustee for the benefit of the lawful owner or holder of said indebtedness as his 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 his 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 6 percent interest 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 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 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 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 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 him. 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 his 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 15th *day of* November, *19* 66.

James E. Hodgens

Delores Hodgens

George I. Osment

Ophie L. Osment

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alice McMahon, *a Notary Public in and for said County and State,* James E. Hodgens and wife, Delores Hodgens, and George I. Osment and wife, Ophie L. Osment, *the within named bargainor*s, *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* 16th *day of* November, *19* 66.

Alice McMahon *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires April 26, 1970

STATE OF.....

COUNTY OF.....

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Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this.....day of....., 19.....

.....Notary Public

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 corporatoin by .....self as.....

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

.....Notary Public

Commission expires.....

INSTALLMENT DEED

FROM

James E. Hodgens et ux.

TO

George I. Osment et ux.

51401

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 16 3 59 PM '66

NOTED: BOOK 115 PAGE 343
RECORDING FEE $ 2.50
DEP. REG. m