Prepared by: Earl Thompson, Atty., 415 Nashville Trust Bldg.
Nashville, Tennessee.

Installment Deed

BOOK 4193 PAGE 627

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Billy Clayton Hand, et ux (NAME:)	SAME (NAME:)	4600 &
Lakeshore Drive (STREET ADDRESS OR ROUTE NUMBER)	3217 Lakeshore Drive (STREET ADDRESS)	4590 Lakewood
Old Hickory, Tennessee (CITY) (P. O. ZONE) (STATE)	Old Hickory, Tennessee (CITY) (ZONE) (STATE)	Map 54-9 P/O Par. 16

FOR AND IN CONSIDERATION of the sum of Eleven Thousand Five Hundred ($11,500.00) *Dollars,*

of which Five Hundred ($500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eleven Thousand ($11,000.00) *Dollars,*

(deferred purchase price)

Billy Clayton Hand and wife, Jeannine S. Hand *have executed* and delivered their joint and several note payable to the order of J. W. Midgett and wife, Nonnie A. Midgett. Said note bears date of November 24, 1967, and is payable in equal installments of One Hundred Dollars ($100.00) each, beginning December 1, 1967, and a like installment each successive month thereafter until the note and interest have been paid in full. This note bears interest at the rate of ~~six~~ 6 per cent (6%) per annum and when a payment is made, payments on the unpaid principal balance shall first apply to interest and the remainder to principal.

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, J. W. Midgett and wife, Nonnie A. Midgett *have this day bargained and sold, and do hereby transfer and convey unto the said* Billy Clayton Hand and wife, Jeannine S. Hand and their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being part of Lot No. 10 of Section 1 on the Plan of Life and Casualty Insurance Company's Subdivision of Dabbs and Elliott's property, known as Dupontonia, as of record in book 843, page 56, Register's Office for said County, described according to a survey made by Lambert and Smith, November 11, 1967, as follows:

Beginning at an iron pin at the southwest corner of the property conveyed to United States of America by deed from J. W. Midgett and wife, of record in book 2148, page 110, said Register's Office; thence with a fence line, south 53° 17' west 172 feet to an iron pin; thence north 32° 10' east 129.6 feet to an iron pin; thence north 44° 23' east 215.8 feet to an iron pin in the westerly line of the United States of America property; thence with said line, south 20° 11' east 169.1 feet to the beginning.

Together with an easement for the purpose of ingress and egress to Lakeshore Drive from premises, described as follows:
Beginning at an iron pin at the northwest corner of the property conveyed to United States of America by deed from J. W. Midgett and wife, of record in book 2148, page 110, said Register's Office; thence with the southerly line of the Elster Butler property, south 44° 23' west 341 feet to an iron pin; thence westwardly 52.9 feet to the center of Lakeshore Drive; thence with said Drive, southwardly 17 feet;

thence eastwardly 54 feet; thence north 44° 23' east 341 feet, more or less, to the westerly line of the United States of America property; thence with said line, north 20° 11' west 16.6 feet to the beginning.

Being part of the real property conveyed to J. W. Midgett by deed from Walter Hill and wife, of record in Book 1715, page 361, said Register's Office.

Title is conveyed subject to: Easement for a sewer across the premises in question; and easement for telephone lines granted The Southern Bell Telephone & Telegraph Company, Inc. by Life & Casualty Insurance Company of Tennessee, of record in Book 924, page 121, Register's Office for Davidson County, Tennessee.

In consideration of the grantors granting the easement hereinbefore described over the property for ingress and egress from Lakeshore Drive to the river or lake property, the grantees herein covenant and agree to keep the present road located on the property and to improve said road from its present improved portion to the water's edge at the grantees' expense. The easement granted and hereinbefore described and the agreement concerning the same hereinbefore contained, shall be binding on the respective parties' heirs, representatives, executors and assigns.

This is unimproved property being the easterly portion of J. W. Midgett's tract of land of record in Book 1715, page 361, and as hereinbefore described and is situated east of 3217 Lakeshore Drive, Old Hickory, Davidson County, Tennessee.

~~Unimproved~~ ~~THIS IS UNIMPROVED PROPERTY~~ (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 Billy Clayton Hand and wife, Jeannine S. Hand and 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.*

STATE TAX $ 17.75
PROBATE .50
TOTAL $ 17.75

NOV 30 1967

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

PAID NOV 30 1967

STATE TAX $ 9.90
PROBATE .50
TOTAL $ 9.90

NOV 30 1967

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

PAID NOV 30 1967

We further covenant and bind ourselves and *heirs and representatives to warrant and forever defend the title to said real estate to said* Billy Clayton Hand and wife, Jeannine S. Hand and 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 Earl Thompson Billy Clayton Hand and wife, Jeannine S. Hand *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *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 $ unimproved, *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 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.

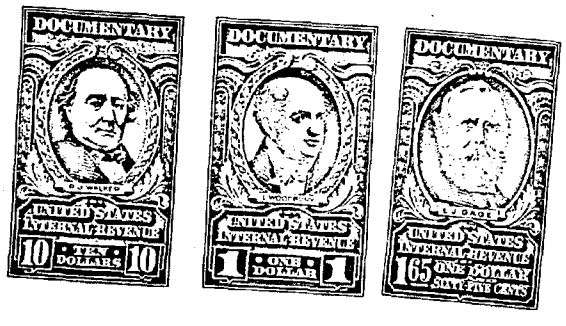
4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

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.

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 24th *day of* November, *19*67.



X J. W. Midgett
J. W. Midgett

X Nonnie A. Midgett
Nonnie A. Midgett

X Billy Clayton Hand
Billy Clayton Hand

X Jeannine S. Hand
Jeannine S. Hand

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* J. W. Midgett and wife, Nonnie A. Midgett and Billy Clayton Hand and wife, Jeannine S. Hand

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 Old Hickory, *Tennessee, this* 25 *day of* Nov, *19*67.

This 14th

Notary Public

Commission expires 3/20/70

STATE OF.....
COUNTY OF.....

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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

Mail Billy Hand
1814 Rockwood Rd
Old Hickory, Tenn 37138

INSTALLMENT DEED

FROM

J. W. MIDGETT, ET UX

TO

BILLY CLAYTON HAND, ET UX

98061

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 30 11 17 AM '67

NOTED: BOOK 117 PAGE 764
RECORDING FEE $ 6.00
DEP. REG. In

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE