This instrument prepared by A. Braden Floyd, Jr., Attorney
5333 Charlotte Avenue
Nashville, Tennessee 37209

Map 112
Par. 75 pw

INSTALLMENT DEED

BOOK 4391 PAGE 847

For and in Consideration of the sum of Two Thousand Two Hundred Fifty and No/100 - - - - - - - - - - - - - - - - ($2,250.00) - - - - - - - - - - - Dollars, of which One Thousand One Hundred Twenty Five and No/100 - - - - - Dollars, has been paid in cash by Donald W. Choate and wife, Emily Sue Choate the receipt of which is hereby acknowledged, and for the remainder - - - ($1,125.00) - - - One Thousand One Hundred Twenty Five and No/100 - - - - - - - - - Dollars, the said Donald W. Choate and wife, Emily Sue Choate have executed a note in the amount of $1,125.00, payable $34.23 per month, including principal and interest at the rate of 6% per annum until paid in full.

New Owners:

Donald W. Choate et ux
Old Charlotte Road, Rt. 2
Nashville, Tennessee 37209

Send Tax Notice To:

Same

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Harold Lester Hedge and wife, Shirley Jean Hedge

have this day bargained and sold, and do hereby transfer and convey unto the said Donald W. Choate and wife, Emily Sue Choate, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land in the 9th Civil District of Davidson County, Tennessee, described according to a survey made by Hickerson and Smith Engineering Company, dated July 1, 1965.

BEGINNING at a point in the center of Old Charlotte Road which point is the Northeast corner of the tract conveyed to Joe A. Mann, Trustee, from Bryant M. Raines, Jr. and wife, Betty Irene Raines, by deed of record in Book , Page , R. O. D. C., Tenn.; thence South 17 degrees West 280 feet to a point; thence South 33 degrees West 460 feet to a point; thence South 88 degrees East 390 feet to a point; thence North 5 degrees 35 feet West 330 feet to a point; thence North 17 deg. East 365 feet to a point in the center of Old Charlotte Road; thence South 82 degrees 30 West 130 feet along Old Charlotte Road to the point of beginning.

BEING the same property conveyed to Harold Lester Hedge and wife, Shirley Jean Hedge by deed from Joe A. Mann, Trustee, by deed of record in Book 3888, page 701, and further by deed of correction in Book 3921, page 775, Register's Office for Davidson County, Tennessee.

SUBJECT to a reservation to the right to obtain water from a spring located on or near the west boundary of the property herein described, together with rights of ingress and egress and right to install, maintain and operate such pump or pumps as may be necessary to deliver water, to the house on the property immediately south of the tract herein described but rights to water from said spring shall be share and share alike between grantor and grantee, their heirs, assigns and successors, and neither shall remove water to the exclusion of the other.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Donald W. Choate and wife, Emily Sue Choate 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 said real estate to said Donald W. Choate and wife, Emily Sue Choate 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 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 in hand paid, we, the said Donald W. Choate and wife, Emily Sue Choate do hereby transfer and convey unto A. Braden Floyd, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Donald W. Choate and wife, Emily Sue Choate 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 $ 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 interst 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 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 Donald W. Choate and wife, Emily Sue Choate 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 we fail to pay any one of said 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 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 trust conveyance. we 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. We 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 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 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 Donald W. Choate and wife, Emily Sue Choate 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 A. Braden Floyd, Jr., Trustee, shall be vested in said 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.

IN WITNESS WHEREOF, we, the said Harold Lester Hedge and wife, Shirley Jean Hedge and Donald W. Choate and wife, Emily Sue Choate hereunto set our hands at Nashville, Tennessee, this the 7 day of Dec 1969

Harold Lester Hedge
Shirley Jean Hedge
Donald W. Choate
Mrs. Emily Sue Choate

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Harold Lester Hedge and wife, Shirley Jean Hedge and Donald W. Choate and wife, Emily Sue Choate

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 7th day of Dec, 1969

Commission Expires 7/31/73

A. Braden Floyd, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

JAN 15 70 CONV $2,250.00
JAN 15 70 S'TAX A* 5.72
JAN 15 70 PR'FEE A* .50
JAN 15 70 W'DEED A* 6.00 * 12.22

INSTALLMENT DEED

FROM
HAROLD LESTER HEDGE ET UX

TO
DONALD W. CHOATE ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 6 6 0 5 3

IDENTIF. REFERENCE

JAN 15 10 35 AM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Fil: O. Buckner Lloyd

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $2250.00. Affiant _____
Subscribed and sworn to before me this 15 day of Jan 1970

Deputy Register B Rumble