TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Stephen L. Akey (NAME)	Same (NAME)	136.
2627 Smith Springs Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 42
Nashville Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Prepared by Dodson Batson Atty. 390 Haywood Lane, Nashville Tenn.

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Thirteen thousand five hundred and no.100-- (13,500.00) DOLLARS

of which $ $1,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their note for $12,000.00 due monthly over a period of 25 years with interest at 8 % per annum making the monthly payment of principal and interest for the sum of $92.62 with the first payment due one month after date. In addition thereto the purchaser is to pay to seller one twelfth of the insurance and taxes each month being $15,75 for taxes and $5.50 for insurance with the understanding that said payments for insurance and taxes may be adjusted up or down from time to time if the amount due requires it.

SEP 18 70	CONV	13,500.00				
SEP 18 70	MORT'G	12,000.00				
SEP 18 70	S'TAX		A*	35.10		
SEP 18 70	S'TAX		A*	10.00		
SEP 18 70	PR'FEE		A*	.50		
SEP 18 70	W'DEED		A*	3.00	*	48.60

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, Claude E. Wheeler and wife Suzanne Wheeler

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Stephen L. Akey and wife Donna L. Akey

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 2nd, formerly the 5th Civil District of Davidson County, Tennessee, being part of lot #3 on the plan of the Division of the Estate of John C. Estes, deceased, as of record in Minuite Book "J", page 170, County Court for said County, described according to a survey made by George W. Watkins, surveyor, July 28, 1958, as follows:

Beginning in the center of the new part of Smith Springs Road at a point 240 feet west of the northwest corner of the property conveyed to Buren Mack Bruce and wife, by deed from L. T. Stevens and wife, of record in Book 2856, page 347, Resigter's Office for said County; thence with the center of said Road Westerly 80 feet; thence south 21 degrees 50 minuites west of 250.7 feet;thence south 87 degrees east 91 feet to a point 270 feet west of the southwest corner of the Bruce property; thence north 20 degrees 20 minuites east 223.2 feet to the beginning.

Being the same property conveyed to us by deed recorded book 2996, page 449 RODC Tennessee

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

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We convenant 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 grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto O. W. Cooper 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 grantees 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 $ Full value 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. 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 grantees, 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 outcery, 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. 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 advise 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 the grantees herein, their 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 grantors and grantees, have hereunto set our hands this the 10 day of Sept. 1970

x Claude E Wheeler — Stephen L Akey

x Suzanne H. Wheeler — Donna L. Akey

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 13,500.00

Affiant Stephen L Akey

Subscribed and sworn to before me, this the 10 day of Sept 1970

My commission expires 4-26-72 (Affix Seal) Notary Public OW Cooper

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, OW Cooper a Notary Public in and for said County and State, the within named Claude E. Wheeler & wife Suzanne Wheeler & Stephen L. Akey & wife Donna L. Akey 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 Nashville this 10 day of Sept 1970

Commission Expires 4-26-72 OW Cooper Notary Public.

STATE OF ~~TENNESSEE~~ Arkansas
~~DAVIDSON COUNTY~~
County Pulaski

Personally appeared before me, a Notary Public in and for said County and State, the within named Claude E. Wheeler & wife ~~SUZANNE~~ Suzanne

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 Jacksonville Tennessee ~~XXXXXX~~ Ark.

this 16th day of September, 1970

Commission expires 8-20-73 Notary Public Annette L Martin

TENNESSEE TITLE COMPANY

day of , 19

Notary Public

Commission Expires

INSTALLMENT DEED

13,500.00 2427 Lynnwood Blvd

From Claude E. Wheeler et ux

To Stephen L Akey et ux

A 90390

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IDENTIF. REFERENCE

SEP 18 9 44 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE
Zone Office
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