New Owners: James E. Abernathy et ux
Address: 1627 Electric Avenue
Nashville, Tennessee

[Send tax notices to: James E. Abernathy
[Address: 1627 Electric Avenue
[Nashville, Tennessee
[

Map. 25
Par. 53 - 84-85
PW

BOOK 1471 PAGE 812

Installment Deed

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND AND NO/100 ---------- ---------- ($15,000.00) ------ *Dollars,*

of which ONE THOUSAND AND NO/100 ---------- ---------- ($1,000.00) --- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FOURTEEN THOUSAND AND NO/100 --- ---------- ($14,000.00) ------ *Dollars,*

the grantees hereinafter named *have executed* their one joint promissory note dated January 2, 1970, payable to the order of the grantors hereinafter named as provided therein; the term of said note being for a period of eight (8) years from date thereof;

JAN-65 CONV 15,000.00
JAN-65 MORT'G 14,000.00
JAN-65 S'TAX A* 39.00
JAN-65 S'TAX A* 12.00
JAN-65 RECD A* .50
JAN-65 W'DEED A* 7.50 9.00

and providing for payment of attorney 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 C. L. PORTER AND

FRANK L. WALDEN, herein called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto ~~the said~~ JAMES E. ABERNATHY AND WIFE, BONNIE W. ABERNATHY, herein called the grantees,

their (~~successors~~), *heirs and assigns,*

certain real estate in Davidson *County, Tennessee, as follows:*

TRACT NO. 4:

Land in Davidson County, Tennessee, located in Goodlettsville, Tennessee, and lying on the easterly side of Hitt Lane as described according to a survey of the Fred Walker Lands by survey of Wayne S. Cooper, Sr., Surveyor, Certificate #17, dated 4-9-69, and described as follows:

Beginning at a point in the center line of Hitt Lane, said beginning point being North 36° 46' West 42.97 feet; North 34°00' west 100.0 feet; North 27° 24' West 100.0 feet; North 17° 07' West 100.0 feet; North 6° 23' West 100.0 feet; and North 1° 36' East 19.17 feet as measured along the center line of Hitt Lane from a spike guard in the center line of said Hitt Lane, said spike guard being the northwest corner of property conveyed to Clyde Malone of record in Book 3836, page 496; said Register's Office; and said beginning point being the southwesterly corner of the property herein conveyed; thence leaving said Hitt Lane and running in a southeasterly direction, South 70° 50' East 836.14 feet to an iron pin; thence turning and running in a northwesterly direction, North 28° 00' West 121.49 feet to an iron pin; and North 24° 30' West 128.5 feet to an iron pin; thence turning and running in a northwesterly direction North 17° 51' West 701.93 feet to the center line of Hitt Lane; thence running along the center line of Hitt Lane and running in a southwesterly direction, South 40° 45' West 81.3 feet; South 29° 00' West 100.0 feet; South 21° 03' West 100.0 feet; South 12° 54' West 100.0 feet; South 1° 36' West 80.83 feet to the point of beginning, containing 5.25 acres, more or less.

(This instrument was prepared by James A. Lesemann Attorney at Law,
James A. Lesemann
320 Gallatin Road, Madison, Tennessee 37115.)

Being the same property conveyed to C. L. Porter and Frank L. Walden, by deed from Fred Walker and wife, of record in Book 4331, page 344, Register's Office for Davidson County, Tennessee.

TRACT NO. 5:

Land in Davidson County, Tennessee, located in Goodlettsville, Tennessee, and lying on the easterly side of Hitt Lane as described according to survey of the Fred Walker Lands by survey of Wayne S. Cooper, Sr., Surveyor, Certificate # 17, dated 4-9-69, and described as follows:

Beginning at a point in the center line of Hitt Lane, said point being at a spike guard, and said beginning point being the northwest corner of property conveyed to Clyde Malone of record in Book 3836, page 496, said Register's Office; and the said point being the southwest corner of the property herein conveyed; thence leaving said Hitt Lane and running in an easterly direction with a fence along said Clyde Malone's northerly line, South 85° 30' East 732.34 feet to an iron pin in the northerly margin of said Clyde Malone's line; thence turning and running in a northwesterly direction, North 28° 00' West 230.0 feet to an iron pin; thence turning and running in a northwesterly direction North 70° 50' West 836.14 feet to an iron pin in the center line of said Hitt Lane; thence running along the center line of said Hitt Lane, South 1° 36' West 19.17 feet; South 6° 23' East 100.0 feet; South 17° 07' East 100.0 feet; South 27° 24' East 100.0 feet; South 34° 00' East 100.0 feet; and South 36° 46' East 42.97 feet to the point of beginning, containing 5.26 acres, more or less.

Being the same property conveyed to C. L. Porter and Frank L. Walden, by deed from Fred Walker and wife, of record in Book 4331, page 348, Register's Office for Davidson County, Tennessee.

TRACT NO. 6:

Land in Davidson County, Tennessee, located in Goodlettsville, Tennessee, and lying on the southerly side of Hitt Lane as described according to survey of the Fred Walker Lands by survey of Wayne S. Cooper, Sr., Surveyor, Certificate #17, dated 4-9-69, and described as follows:

Beginning at a point in the center line of Hitt Lane, said beginning point intersecting with the westerly line of property conveyed to R. B. Fox of record in Book 2594, page 459, said Register's Office, and said beginning point being North 4° 27' East 1868.13 feet from the southwest corner of the R. B. Fox property, and said beginning point being the northeast corner of the property herein conveyed; thence leaving said Lane and running in a southerly direction, South 4° 27' West along a fence being the said R.B. Fox's westerly line 1868.13 feet to an iron pin in the northerly margin of property conveyed to Louise Shane Day of record in Will Book 79, page 204, County Court Clerk's office for said County, said point also being the southwest corner of property conveyed to the said R. B. Fox of record in Book 2594, page 459, said Register's Office; thence running with a fence along part of the said Louise Shane Day's northerly line, North 85° 30' West 411.0 feet to an iron pin in said fence line; thence turning and leaving said fence and running in a northwesterly direction, North 28° 00' West 351.49 feet, passing an iron pin, to another iron pin; and continuing North 24° 30' West 128.5 feet to an iron pin; thence turning and running in a northeasterly direction North 71° 30' East 663.20 feet to an iron pin; thence turning and running in a northerly direction North 4° 27' East 1132.91 feet to a point in the center line of said Hitt Lane; thence running along the center line of said Lane in a northeasterly direction, North 41° 48' East 74.58 feet to the point of beginning, containing 8.56 acres, more or less.

Being the same property conveyed to C. L. Porter and Frank L. Walden, by deed from Fred Walker and wife, of record in Book 4331, page 340, Register's Office for Davidson County, Tennessee.

This is unimproved property, located at _____ Hitt Lane, Goodlettsville, Tennessee.

It is hereby agreed and understood that any of the above described tracts will be released from the lien contained herein upon the principal payment of $5,000.00 for each tract to be so released.

Sell agrees to furnish title insurance policy with full payment of above described note.
Seller agrees to furnish three seperate title insurance policy if desired by buyer.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantees, their (xxxxxxxx), *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 taxes for 1969 which the grantees herein promise to pay;

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their (xxxxxxxx), *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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, *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 (xxxxxxxxxxxxx) *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 2nd *day of* January, *19* 71.

James E. Abernathy
(James E. Abernathy)

Bonnie W. Abernathy
(Bonnie W. Abernathy)

C. L. Porter
(C. L. Porter)

Frank L. Walden
(Frank L. Walden)

STATE OF TENNESSEE }
COUNTY OF ..... }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* C. L. Porter and Frank L. Walden; James E. Abernathy and wife, Bonnie W. Abernathy,, *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 Goodlettsville, *this* 2nd *day of* January, *19* 71.

Commission expires 7-23-74

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 .....

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 .....

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $ 13,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 4 day of Jan 19 71

Notary Public

Commission Expires: 7-23-72

INSTALLMENT DEED

FROM

C. L. PORTER AND FRANK L. WALDEN

TO

JAMES E. ABERNATHY ET UX

B 01061

IDENTIF. REFERENCE

JAN 6 10 03 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing

Southern Title Insurance Company
5731 Lyons View Pike
KNOXVILLE, TENNESSEE