INSTALLMENT DEED

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For and in Consideration of the sum of Twelve Thousand Five Hundred Dollars and no/100 ($12,500.00)----------Dollars,

of which ----------Dollars,

has been paid in cash by ----------

the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand Five Hundred and 00/100 ($12,500.00)----------Dollars,

the said James E. Hockaday and wife, Sandra R. Hockaday have executed their promissory note of even date herewith in the amount of $12,500.00 due on January 10, 1972, and bears interest at the rate of 8 1/4 per cent per annum (8 1/4%) from June 10, 1971. Said note is payable to the First American National Bank at the Donelson Branch.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $12,500.00. Affiant [signature]
Subscribed and sworn to before me this 9th day of August 1971
Deputy Register [signature]

8 1/4
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, We, Malcolm S. Poteat and wife, Mary L. Poteat and Albert L. Windle and wife, Anne C. Windle, have this day bargained and sold, and do hereby transfer and convey unto the said James E. Hockaday and wife, Sandra R. Hockaday, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 4th Civil District of Davidson County, Tennessee, described according to a survey made by Hickerson & Smith Engineering Company, May 10, 1965 as follows:

Beginning at a point in the easterly right-of-way line of the Old Hickory Branch of the Tennessee Central Railroad, said point being north 38° 10' east 325 feet from the intersection of the same and a point in the center of Central Pike; thence south 54° 07' east 152.2 feet; thence north 53° 46' east 180 feet; thence south 47° 16' east 235 feet to the center of Stoners Creek; thence with the center of said Creek, north 55° 37' east 183.7 feet; thence north 1° 00' east 790 feet; thence north 56° 30' west 5 feet to a point in the right-of-way line of the Old Hickory Branch of the Tennessee Central Railway; thence with the same, south 38° 10' west 927 feet to the beginning, containing 5.57 acres, more or less.

Together with a 15-foot easement for ingress and egress running from the southern boundary line of the above described property southwestwardly along the easterly margin of the Old Hickory Branch of the Tennessee Central Railroad across property south of premises to the northerly margin of Central Pike as set out in the deed from J. L. Withers and wife, to Nora J. Cantrell, of record in Book 2395, page 463, Register's Office for said County.

Being the same property conveyed to Malcolm S. Poteat and wife, Mary L. Poteat and Albert L. Windle and wife, Anne C. Windle, by deed from C. E. Hooper, Trustee, of record in Book 4114, page 12, Register's Office for Davidson County, Tennessee.

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

Grantors further agree to remove all automobiles, parts, equipment and other items from the above mentioned premises or shall pay the grantees for their removal.

INCLUDED in the above description but expressly EXCLUDED from this conveyance is the following described property:

Land in the 4th Civil District of Davidson County, Tennessee, more particularly described according to a survey made March 16, 1970, by Dixie Engineering Associates as follows:

Beginning at a point in the easterly right-of-way line of the Old Hickory Branch of the Tennessee Central Railroad said point being 325 feet east from the intersection of said Tennessee Central Railway, Old Hickory Branch and Central Pike; thence along the easterly right-of-way of said railroad, north 39 deg. 17', east 490.04 ft. to a point in the easterly right-of-way said railroad; thence leaving said railroad right-of-way south 53 deg. east 178.00 feet to a point, thence south 39 deg. 17' west 490.04 feet to a point; thence north 53 deg. west 178 feet to the point of beginning, containing 2.00 acres, more or less. Together with a 15-foot easement for ingress and egress running from the southern boundary line of the above described property southwestwardly along the easterly margin of the Old Hickory Branch of the Tennessee Central Railroad across property south of premises to the northerly margin of Central Pike as set in the deed from J. L. Withers and wife, to Nora J. Cantrell, of record in Book 2395, page 463, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to James E. Hockaday and wife, Sandra R. Hockaday, by deed from Malcolm S. Poteat and wife, Mary L. Poteat and Albert L. Windle and wife, Anne C. Windle, of record in Book 4438, page 982, Register's Office for Davidson County, Tennessee.

AUG-97	CONV	12,500.00			
AUG-97	MORT'G	12,500.00			
AUG-97	S'TAX		A*	32.50	
AUG-97	S'TAX		A*	10.50	
AUG-97	PR'FEE		A*	.50	
AUG-97	W'DEED		A*	10.00	* 53.50

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Hockaday and wife, Sandra R. Hockaday 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said James E. Hockaday and wife, Sandra R. Hockaday and 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 James E. Hockaday and wife, Sandra R. Hockaday,

do hereby transfer and convey unto Robert E. L. Sutton, 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 James E. Hockaday and wife, Sandra R. Hockday,

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 $ insurable 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 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 James E. Hockaday and wife, Sandra R. Hockaday, 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 James E. Hockaday and wife, Sandra R. Hockaday, 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 Robert E. L. Sutton, 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 Malcolm S. Poteat and wife, Mary L. Poteat Albert L. Windle and wife, Anne C. Windle and James E. Hockaday and wife, Sandra R. Hockaday hereunto set our hands at Nashville, Tennessee, this the 14th day of June 1971

Albert L. Windle

Anne C. Windle

Sandra R. Hockaday

James E. Hockaday

Malcolm S. Poteat

Mary L. Poteat

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Robert E. L. Sutton, a Notary Public in and for said County and State, the within named Malcolm S. Poteat and wife, Mary L. Poteat, and Albert C. Windle and wife, Anne C. WIndle

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 15 day of June, 1971

Commission Expires August 5, 1971

Robert E. L. Sutton, Notary Public.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Vicki Seymour, a Notary Public in and for said County and State, the within named James E. Hockaday and Sandra R. Hockaday

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 14th day of June, 1971

Commission Expires October 24, 1973

Vicki Seymour, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I 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

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

Malcolm S. Poteat and wife, Mary L. Poteat and Albert L. Windle and wife, Anne C. Windle

TO

Robert E. L. Sutton, Trustee

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

326154

IDENTIF. REFERENCE

AUG 9 4 25 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This instrument prepared by Robert E. L. Sutton Attorney at Law 213 Third Avenue, North Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Hackney (NAME)	Same (NAME)	Map. E6
Williamsburg Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 15
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	PW

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ DAY OF _____ 19____.

Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)