INSTALLMENT DEED

FOR AND IN CONSIDERATION of the conveyance to the undersigned, Clara Lee Heist, a widow, by Ronnie H. Sanders and wife, Carol S. Sanders of properties described as Lot No. 82 on the Plan of Gateway Subdivision, Section I, as of record in Book 3300, Page 40, Register's Office for Davidson County, Tennessee, acquired by said Ronnie H. Sanders and wife, by deeds of record in Book 4308, Page 168 and Book 4310, Page 864, Register's Office for Davidson County, Tennessee, and conveyed by them to said Clara Lee Heist by their Warranty Deed duly executed and delivered simultaneously with delivery of this Deed, as part consideration for the conveyance herein made by the said Clara Lee Heist, and for the remainder of such consideration, the said Ronnie H. Sanders and wife, Carol S. Sanders have executed their joint promissory note in the amount of Ten Thousand Seven Hundred Dollars ($10,700.00) payable to the said Clara Lee Heist or order, with interest from date at six and one-half (6-1/2%) percent per annum, and payable in monthly installments of One Hundred Dollars ($100.00), including principal and interest, the first such installment payment being due and payable on or before October 1, 1971, and an installment of like amount being due and payable on the first day of each subsequent month, until said note, principal and interest is paid in full; said note providing for payment of attorneys fees and expenses of collection, and to secure the payment of said note, principal and interest, and attorneys fees and expenses, a lien is expressly retained on the land herein conveyed, said Clara Lee Heist, a widow, has this day bargained and sold, and does hereby transfer and convey unto the said Ronnie H. Sanders and wife, Carol S. Sanders, and to their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, according to survey of Wayne S. Cooper, Sr., dated August 19, 1971:

Being a 16.9 acre parcel of the tract of 76.9 acres conveyed by Hubert W. Hardcastle and wife to Charles A. Heist, Jr. and wife, Clara Lee Heist, by deed of record in Book 2040, Page 185, Register's Office for Davidson County, Tennessee, situated about one (1) mile west of the City of Goodlettsville, Tennessee, and west of Hitt Lane located in the 10th Civil District of Davidson County, Tennessee, and more particularly described as follows:

Beginning at the southeast corner of the said original 76.9 acre tract, marked by a railroad spike in the center of Hitt Lane, thence along the center line of said Road north 36° west 100 feet, north 31° west 100 feet, north 23° west 100 feet, north 12° west 50 feet, making a total of 350 feet along the center line of said Road to the beginning point and southeast corner of the 16.9 acre parcel herein conveyed, said point being designated by a nail in the center of Hitt Lane, thence north 12° West 50 feet, north 4° west 100 feet, north 5° east 100 feet, north 18° east 100 feet, north 26° east 100 feet, north 35° east 100 feet to a nail in the center of said Hitt Lane; thence north 45° east 100 feet to a spike in edge of the pavement of said Lane, the northeast corner of the 76.9 acre tract, thence leaving Hitt Lane south 71° west 275 feet to a point on east edge of Farm Road shared by Jackson and Heist, thence south 52° 55' west 471.9 feet along said Farm Road to a concrete marker, thence south 43° 57' west 387 feet to an iron pin in top of stump, thence south 64° 57' west 813 feet along fence to iron pin by fence post, thence south 72° west 573 feet along fence to an iron pin by corner post, thence south 33° east 316.1 feet leaving the Jackson line, thence south 56° 30' east 250 feet to an iron pin, thence north 56° east 1675 feet to an iron pin, thence south 83° east 91.8 feet to an iron pin, thence north 75° east 168.6 feet to the point of beginning, containing in all 16.9 acres, more or less.

This property is improved with dwelling house and outbuildings, the dwelling fronting on Hitt Lane.

Said 16.9 acres, more or less, is described above according to survey of Wayne S. Cooper, Sr., Surveyor, dated August 19, 1971, not of record.

There is a permanent easement for a roadway 24 feet in width between this property and the property of Jackson, established by Decree of the Chancery Court at Nashville, Tennessee, entered in Minute Book 81, Page 320, a certified copy of which was recorded on August 10, 1970 in Book 4437, Page 469, Register's Office for Davidson County, Tennessee, said easement being decreed in accordance with survey of Z. J. Wilkinson, Surveyor, dated January 18, 1938 and established on the ground by survey of Turner Engineering Company, Inc. recorded in Book 4437, Page 473, said Register's Office, and the use of said easement is expressly herein reserved for access to the remainder of Grantor's property comprising 60 acres, more or less, and to her heirs and assigns.

Buyers and Seller will each pay one-half (1/2) of the costs of the survey, and 1971 Metropolitan Nashville and Davidson County taxes will be prorated as of the date of this deed.

Possession will be given thirty (30) days after date of this deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ronnie H. Sanders and wife, Carol S. Sanders, their ..... *(successors), heirs and assigns forever.* I *covenant that* I am *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 for Metropolitan taxes for the year 1971, which are prorated and payment assumed by Grantees.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees 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 Ronnie H. Sanders and wife, Carol S. Sanders ..... *hereinafter referred to as trustors, hereby transfer and convey unto* J. C. Dale, Jr. ....., *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 $ 10,000.00 ....., *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 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 trust 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 24 *day of* September, 19 71

Clara Lee Heist

Ronnie H. Sanders

Carol S Sanders

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M Butler, *a Notary Public in and for said County and State,* Clara Lee Heist, a widow,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 24 *day of* September, 19 71

Judy M Butler *Notary Public*

Commission expires 5-21-73

Form No. WD3b

STATE OF TENNESSEE
Davidson County.

BOOK 4534 PAGE 317

Personally appeared before me, Judy M Butler, a Notary Public in and for said County and State, the within named Ronnie H. Sanders and wife, Carol L Sanders

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 2nd day of September, 19 71

Judy M Butler, Notary Public

Commission Expires 5-21-73

INSTALLMENT DEED

FROM

TO

SEP- 3 71 9 43 AM '71
SEP- 3 71 9 43 AM '71
SEP- 3 71 9 43 AM '71
SEP- 3 71 9 43 AM '71
SEP- 3 71 9 43 AM '71
SEP- 3 71 9 43 AM '71

Attorneys Title Company
Tides Guaranteed
DEED NASHVILLE, TENN.

CONV 17,000.00
MORT'G 10,700.00

A* 44.20
A* 8.70
A* .50
A* 8.00 * 61.40

FELIX Z. HUSON REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

3293-41

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ronnie H. Sanders, et ux	Same	25/5
(NAME)	(NAME)	
Hitt Lane, Route 3		10D29570
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, Tenn. 37072		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J. C. Dale, Jr.
Bailey, Ewing, Dale & Conner
Attorneys at Law
706-18 Nashville Bank & Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 17,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF September, 19 71.

Judy M Butler
Notary Public

MY COMMISSION EXPIRES: 5-21-73

(AFFIX SEAL)