This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

FROM
W. T. HUNTER

TO
FURMAN G. O'NEAL, et ux

BOOK 4625 PAGE 414

For draftsman's use

THIS DEED PREPARED BY:

J. C. DALE, JR., Attorney
Dale & Dedman
711 Nashville City Bank & Trust Building
Nashville, Tennessee 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Furman G. O'Neal, et ux (NAME) | Same (NAME) | 31-19 |
| Route #1 (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Field Book No. |
| White's Creek, Tn 37189 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 10D 12560 |

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,680.00 / Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF July 1972

Notary Public

MY COMMISSION EXPIRES: 5-24-73

(AFFIX SEAL)

*FOR AND IN CONSIDERATION of the sum of* Ten Thousand Six Hundred Eighty ($10,680.00) *Dollars,*

*of which* Two Thousand Six Hundred Eighty ($2,680.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* of Eight Thousand ($ 8,000.00) *Dollars,*

Furman G. O'Neal and wife, Linda F. O'Neal *have executed*

their promissory installment deed note in the amount of Eight Thousand ($8,000.00) Dollars, of even date herewith, payable in four equal annual installments of Two Thousand ($2,000.00) Dollars of principal, each, the first such installment being due and payable on the 24th day of July, 1973, together with interest on the principal balance of said note from date at six percent (6%) per annum and like installments of principal and interest being payable on the 24th day of July, 1974, on the 24th day of July, 1975, and on the 24th day of July, 1976, until said note, principal and interest, is paid in full according to its terms, and said note

*providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,* I, W. T. Hunter, unmarried, *have this day bargained and sold, and do hereby transfer and convey unto the said* Furman G. O'Neal and wife, Linda F. O'Neal and to their *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in the 10th Civil District of Davidson County, Tennessee, beginning at an iron stake in a north line of Boots Randolph, said stake being 688 feet westerly with a fence line from the center line of Lickton Pike, a corner to W. T. Hunter and the southeast corner of this land, thence with a fence and the line of said Randolph north 78°30' west 545 feet to a post and north 3° east 686 feet to a hackberry tree, a corner to said Randolph and Louis Ingram; thence with the line of said Ingram north 35° 30' east 633 feet to an iron stake at a spring and south 67° 30' east 132 feet to a 36 inch sycamore tree on the north side of a branch a corner to said Ingram and Williams thence with the line of said Williams south 46° 30' east 122.2 feet to a point in the center of said branch and south 66° 30' east 344.5 feet to an iron stake north of said branch, between said branch and a gravel road, a corner to aforesaid Hunter in the line of said Williams; thence with the line of said Hunter south 20° 30' west 1,097.5 feet to the beginning, containing 17.8 acres more or less, being the westerly portion of the real estate which was conveyed by Mrs. Nannie Fryer et al to W. T. Hunter and wife, Martha Rains Hunter by a deed of record in the Office of the Register's for Davidson County, Tennessee, in Deed Book 1142, Page 552, the said Martha Rains Hunter having since died.

It is understood and agreed that Grantees shall have a right of ingress and egress not in excess of twenty (20) feet in width to and from this property herein conveyed to and from the private road or way running westerly from Lickton Pike, the Grantees to bear the expense of providing such means of access to the property.

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

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* Furman G. O'Neal and wife, Linda F. O'Neal and to their ..... *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 its proportionate part of 1972 Metropolitan property taxes.

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 ..... *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* Furman G. O'Neal and wife, Linda F. O'Neal ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Fred Hunter, *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* 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*

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.

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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 24th day of July, 19 72.

W. T. Hunter

W. T. HUNTER

Furman G. O'Neal

FURMAN G. O'NEAL

Linda F. O'Neal

LINDA F. O'NEAL

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler, a Notary Public in and for said County and State, W. T. Hunter

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

Witness my hand and official seal at Madison, Tennessee, this 24th day of July, 19 72.

Judy M Butler Notary Public

Commission expires 3-21-73

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

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*Personally appeared before me,* Judy M. Butler, *a Notary Public in and for said County and State,* Furman G. O'Neal and wife, Linda F. O'Neal

*the within named bargainor....., 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* 24th *day of* July, *19* 72.

*Commission expires* 5-21-73 Judy M Butler *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*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 corporatoin by* .....*self as* .....

*Witness my hand and seal, at office in* ....., *this* .....*day of* ....., *19*.....

..... *Notary Public*

*Commission expires* .....

| | | | | | |
|---|---|---|---|---|---|
| AUG-72 | CONV | 10,680.00 | | | |
| AUG-72 | MORT'G | *8,000.00 | | | |
| AUG-72 | S'TAX | | A* | 27.82 | |
| AUG-72 | S'TAX | | A* | 6.00 | |
| AUG-72 | PR'FEE | | A* | .50 | |
| AUG-72 | M'DEED | | A* | 8.00 | * 42:32 |

INSTALLMENT DEED

FROM W. T. HUNTER

TO FURMAN G. O'NEAL, et ux

B 7 0 3 4 1

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IDENTIF. REFERENCE

AUG 7 9 59 AM '72

FELIX P. WILKERSON, REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE