This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Herbert A. Hendrix and wife,

Nettie E. Hendrix

TO

John Hinson, Trustee

For draftsman's use

Prepared By John G. Doak, Attorney
2525 Lebanon Road
Nashville, TN 37214

BOOK 4668 PAGE 969

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Hinson, Trustee (NAME)	Same (NAME)	76
2815 Lebanon Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	1E
Nashville Tenn 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

B 8 9 6 7 3

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JAN 2 10 26 AM '73

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$66,250.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF December 19 72.

Notary Public

MY COMMISSION EXPIRES: 28 1-6 1973

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY-SIX THOUSAND TWO HUNDRED FIFTY and NO/100's ($66,250.00) ---------- DOLLARS

of which $ 30,000.00 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 an installment deed note of even date payable to the order of Herbert A. Hendrix and wife, Nettie E. Hendrix in the principal amount of Thirty Four Thousand Four Hundred Sixty-Six and 62/100's ($34,466.62) payable in 5 annual installments; the first four of which are in the amount of $6,893.32 and a final, fifth payment of $6,893.34 plus interest at the rate of 6% per annum. The first such payment of principal and interest due the 29th day of December, 1973.

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,

Herbert A. Hendrix and wife, Nettie E. Hendrix

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto John Hinson, Trustee with full power to mortgage, sell or convey any part or all of the same without the joinder of any beneficiary

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

(See attached Page for Description)

Please Mail Back To
John G. Doak
2525 Lebanon Road
Nashville, Tenn. 37214

This is unimproved ( ) improved ( ) 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 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, 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 John G. Doak, Trustee 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 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 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 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 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 29 day of December 19 72.

John Hinson
JOHN HINSON, TRUSTEE

Herbert A. Hendrix
HERBERT A. HENDRIX

Nettie E. Hendrix
NETTIE E. HENDRIX

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John Hinson, Trustee and Herbert A. Hendrix and wife, Nettie E. Hendrix 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 29 day of December, 19 72

Helen L. Sandson
Notary Public.

Commission expires 11 August 1975.

JAN-27 CONV 66,250.00
JAN-27 MORT'G 34,466.62
JAN-27 S'TAX A* 172.12
JAN-27 S'TAX A* 32.50
JAN-27 PR'FEE A* .50
JAN-27 W'DEED A* 6.00 * 211.12

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 corporation by self as .....

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

Please Mail Deed To
[illegible]
Nashville, Tenn. 37214

....., Notary Public.

Commission expires .....

A tract of land in the 4th Civil District of Davidson County, Tennessee, being Lot No. 2 and the northerly 35.95 acres of lot No. 3 on the Plan of the lands of W. June Wilson, as of record in Plan Book 2, page 29, Chancery Court at Nashville, described as follows:

BEGINNING at the northwest corner of lot No. 2, being the northeast corner of lot No. 1 on said plan; running thence north 82 1/2° east 73.18 poles to the corner of Lots Nos. 3 and 4; thence with the line between said lots Nos. 3 and 4, south 2° west 190.68 poles to a stone on the south bank of Stoner's Creek; thence down said creek, with the northerly line of a part of said lot No. 3 conveyed by Morgan Wilson to John Hays by deed of record in Book 196, page 411, Register's Office for said County, as follows: North 53 1/2° west 5 poles, north 21 1/2° west 17.3 poles, north 60° west 8 poles, north 70° west 6 poles, north 33 1/2° west 10 3/4 poles, west 4 poles to the line between said lots Nos. 2 and 3 in the center of said creek; thence with said line, south 2 3/4° west 46 poles to a stone, corner of lots Nos. 2 and 3; thence north 86 1/2° west 2.36 poles to the center of said creek; thence with the center of said creek, north 21 1/2° west 24 poles; thence north 86 1/2° west 34.2 poles; thence north 2° east 35.9 poles to the south line of said lot No. 1; thence with said line, south 88 1/4° east 7.1 poles to the southeast corner of said lot No. 1; thence with the east line of said Lot No. 1 north 2° east 134 poles to the beginning, containing 80.26 acres, be the same, more or less, including but excluding therefrom a tract of about 10 acres conveyed to William Cockrill and wife, by deed from W. M. Adamson, et al, of record in Book 919, page 38, and also including but excluding therefrom a tract of about 3 acres conveyed to Jas. H. Hagar and wife, by deed from Marshall Adamson et al, of record in Book 539, page 563, said Register's Office, leaving a net area of 67 acres, more or less.

Also including but excluding therefrom a strip of land conveyed to Davidson County, Tennessee, by deed from Vernon Malone and wife, of record in book 2480, page 626, Register's Office for said County.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Cumberland Water Company, by deed from Herbert A. Hendrix and wife, Nettie E. Hendrix, of record in Book 3950, page 888, Register's Office for said County, leaving 53 acres more or less.

Being part of the property conveyed to Herbert A. Hendrix and wife, Nettie E. Hendrix, by deed from Vernon Malone and wife, Willie Mae Malone, of record in Book 2544, page 375, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory. When Received.