Installment Deed BOOK 4773 PAGE 821

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred Hunnicutt, et ux	Owner at same address	
(NAME:)	(NAME:)	41-12
1123 Bell Grimes Lane		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	84
Nashville, Tennessee 37207		FW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Prepared by: James W. Rutherford, Suite 306-Nashville Bank and Trust Bldg.

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty-Five Thousand and no/100 (225,000.00) Dollars, of which Twenty-Five Thousand and no/100 ($25,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Two Hundred Thousand and no/100 (200,000.00) Dollars, Fred Hunnicutt and wife, Evelyn L. Hunnicutt have executed their promissory installment note of even date payable to the order of Vernon Ewing Johnson in One hundred eighty (180) equal monthly installments of $1,687.72 each, which includes interest at 6% per annum, the first installment payable on the first day of January 1974 and one each successively on the first day of each successive month thereafter until the entire principal and interest are paid in full,

and 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, we, Vernon Ewing Johnson and wife, Annie Trula Johnson have this day bargained and sold, and do hereby transfer and convey unto the said Fred Hunnicutt and wife Evelyn L. Hunnicutt and their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being part of Lots No. 1 thru 7 on the map of J. C. Gleaves Lots as of record in Plat Book 974, Page 63, R.O.D.C. Tennessee Land in the 11th Civil District, Davidson County, Tennessee. Beginning at a point on the east margin of Dickerson Pike, the same being the northwest corner of Kemper Heights Subdivision, sec. 1, as of record in Plat Book 2331, Page 66, in the Register's Office for said county, thence northerly with the east margin of Dickerson Pike, following with the arc of a curve to the right, having a radius of 5689.58, a distance of 455.06 feet to a point; thence leaving said pike, S 81° 40' E 322.48 feet to a point in the west line of Kemper Heights Subdivision Section 5, as of record in Plat Book 3106 Page 52, said Register's Office, said point being located 59.7 feet northerly from the common rear corner of Lots No. 2 and 3 of said subdivision section 5; thence with the west line of said subdivision S 7° 39' W, a distance of 440.61 feet to a point in the north line of Kemper Heights Subdivision Section 1, of record in Plat Book 2331, Page 66, said Register's Office; thence with the north line of same N 84° 15' W, 305 feet to the point of beginning. Being part of the same property conveyed to Vernon Ewing Johnson by 2 deeds, of record in Book 1316, Page 639, and Book 1422, Page 445, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 225,000.00

Subscribed and sworn to before me, this the 17 day of Dec 19 73

Vernon Ewing Johnson
Affiant

My commission expires: 7-23-74
(Affix Seal)

Notary Public

This is unimproved (X) improved ( ) property, known as 3825 Dickerson Pike, Nashville, Tennessee
(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 Vernon Ewing Johnson and wife, Annie Trula Johnson, their (successors), 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 said real estate to said Fred Hunnicutt and wife, Evelyn L. Hunnicutt, 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 Fred Hunnicutt and wife, Evelyn L. Hunnicutt hereinafter referred to as trustors, hereby transfer and convey unto James W. Rutherford, 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 $, 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 [redacted] 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 Registers 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.

Witness our hand S this 17th day of Dec *, 19*73*, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Vernon Ewing Johnson — Fred Beaton Hunnicutt

Annie Trula Johnson — Evelyn Louise Hunnicutt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, G G Garrett Jr *, a Notary Public in and for said County and State,* Vernon Ewing Johnson & wife Annie Trulu Johnson & Fred Beaton Hunnicutt and wife Evelyn Louise Hunnicutt

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* 17 *day of* Dec *, 19*73

Commission expires 7-23-74

G. G. GARRETT, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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.....

DEC 18 CONV * .00 225,000.00
DEC 18 MORTG * .00 200,000.00
DEC 18 STAX A* 585.00
DEC 18 STAX A* 198.00
DEC 18 RECFEE A* .50
DEC 18 WDEED A* 4.00 * 787.50

Notary Public

Commission expires .....

INSTALLMENT DEED

FROM
Vernon Ewing Johnson et ux

TO
Fred Hunnicutt et ux

C 35643

IDENTIF. REFERENCE

DEC 18 11 08 AM '73

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

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Mail - Bank of Goodlettsville