BOOK 4804 PAGE 974

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Robert K. Hartupee (NAME)	Same (NAME)	41-6
119 Bluewater Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	29
Hendersonville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pwl

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $8,500.00

DOLLARS

of which $2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed its one note of even date herewith in the original principal amount of $6,500.00, payable to the order of A. D. Finn, President of Finn Built Homes, Inc. in yearly installments of $2,000.00 due December 3, 1974, second installment due of $2,200.00 December 3, 1975, and the third and final installment of $2,300.00 due December 3, 1976. The unpaid principal bears interest at the rate of 8 percent per annum, to be computed on the unpaid principal balance from time to time and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

APR 11 72	CONV	*8,500.00			
APR 11 72	MORT'G	*6,500.00			
APR 11 72	S'TAX		A*	22.10	
APR 11 72	S'TAX		A*	4.50	
APR 11 72	PR'FEE		A*	.50	
APR 11 72	W'DEED		A*	4.00	* 31.10

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.

Finn Built Homes, Inc.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Robert K. Hartupee and wife, Ida M. Hartupee

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

Being Lot 8 on the Plan of Skyline Subdivision, Section 2, of record in Book 3700, page 46, Register's Office for Davidson County, described as follows:
BEGINNING at a concrete monument in the northwest margin of Finnland Drive, the South front corner of Lot No. 8; thence leaving said Drive North 87° 38' West 247 feet to a concrete monument: thence South 89° 23' West 364 feet to a concrete monument; thence North 32° 00' East 48.5 feet to an iron pin in concrete; thence north 41° 00' East 81 feet to an iron post in concrete; thence North 48° 20' East 120.6 feet to a concrete monument; thence North 61° 00' East 152.8 feet to an iron pin in concrete; thence south 87° 25' East 424 feet to a concrete monument in the West line of Lot 9; thence with the common line of Lots 8 and 9, southeast 58.5 feet to an iron pin in the northwest margin of Finnland Drive; thence with the margin of said Drive around a curve to the left with a radius of 325 feet a distance of 248.4 feet to the point of beginning. Being the same property conveyed to Finn Built Homes, Inc., by deed from Huffine Electric Company, as of record in Book 3219, page 309, Register's Office for Davidson County, Tennessee.

This is improved ( )
unimproved ( ) 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 convenant 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 Peggy carter 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 $ 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 expresaly 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 6 day of April 19 74.

Robert K. Hartupee
Robert K. Hartupee

Ida M. Hartupee
Ida M. Hartupee

FINN BUILT HOMES, INC.
BY A. D. Finn

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 8,500 cc

A. D. Finn
Affiant

Subscribed and sworn to before me, this the 11th day of April 19 74

My commission expires
(Affix Seal)

J. H. Head
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, J. M. DRAPER, a Notary Public in and for said County and State, the within named Robert K. Hartupee, and wife M. Hartupee the 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 Madison this 6 day of April 19 74

Commission Expires February 1, 1975.

J. M. Draper
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, J. M. Draper, a Notary Public of the State and County aforesaid, personally appeared A. D. Finn with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the FINN BUILT HOMES, INC. the within named bargainor, a corporation, and that he as such president being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President

Witness my hand and seal, at office in Madison, Tennessee this 6 day of April 19 74

Commission Expires February 1, 1975

J. M. Draper
Notary Public

INSTALLMENT DEED

FROM

TO

C 49539

IDENTIF. REFERENCE

APR 11 3 49 PM '74

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

prepared by:
A. D. Finn
401 Old Hickory Blvd.
Madison, Tenn.

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290
FORM NO. 1005-HESSEY 4-1-73