I N S T A L L M E N T

A N D

T R U S T D E E D

BOOK 4817 PAGE 172

FROM:

Ruth Poteet, a Widow

DEED PREPARED BY:

Kenneth Harwell
2517 Lebanon Road
Room 210, Freeman Building
Nashville, Tennessee 37214

TO:

R. E. Hooper and Wife,
Linda H. Hooper

ADDRESS OF NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. E. Hooper, Et Ux. C. Hooper Realty Company 2821 Lebanon Road Donelson, Tennessee 37214	R. E. Hooper, Et Ux. C. Hooper Realty Company 2821 Lebanon Road Donelson, Tennessee 37214	109 14E Pw

(FOR REGISTER'S USE)

C5511 4

IDENTIF. REFERENCE

MAY 21 9 25 AM '74

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

$19,060.00

Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 7th DAY OF May, 19 74.

Kenneth Harwell
Notary Public

MY COMMISSION EXPIRES: Aug 14, 1974

(AFFIX SEAL)

FOR AND IN CONSIDERATION of the sum of Nineteen Thousand Sixty ($19,060.00) Dollars, of which Four Thousand ($4,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder FifteenThousand Sixty ($15,060.00) Dollars, the purchasers of the property involved, and as the obligors, R. E. Hooper and wife, Linda H. Hooper, have executed a promissory note of even date bearing interest at the rate of 7 1/2% (the manner of the payment of said note hereinafter stated) and to secure the payment of said indebtedness, including the principal, interest and attorney fees therein provided, a lien is expressly retained on the land herein conveyed, Ruth Poteet, a widow, has this day bargained and sold, and does hereby transfer and

convey unto the said R. E. Hooper and wife, Linda H. Hooper, their heirs and assigns, a certain tract of land containing 9.53 acres, more or less, according to a survey made on April 9, 1974, by Cummings and Cummings, surveyors and consultants, P. O. Box 192, Hermitage, Tennessee 37076, which land is located in Davidson County, Tennessee, and more particularly described as follows:

> Land in the Fourth Civil District of Davidson County, Tennessee, described according to a survey made by Cummings and Cummings, Surveyors and Consultants, dated April 9, 1974, as follows:
>
> Commencing at an iron pin on the west side of Old Hickory Boulevard and extending South 4° 39' East 354.98 feet; thence North 85° 52' West 19.30 feet to an iron pin; thence to an iron pin South 7° 16' West 341.60 feet to an iron pin; thence South 86° 00' West 588.49 feet to an iron pin; thence North 6° 57' East 493.12 feet to a concrete marker; thence North 7° 04' East 155.01 feet to a concrete marker; thence North 59° 34' East 299 feet to a concrete marker; thence South 77° 35' East 290.92 feet to an iron pin to the point of beginning, containing 9.53 acres, more or less.
>
> BEING a part of the same real property deeded to Ruth Poteet and her husband, Richard J. Poteet, by Louise Edwards, unmarried, by deed of record in Book 1236, page 424, Register's Office for Davidson County, Tennessee, and vested in the said Ruth Poteet as a result of a will of Richard J. Poteet, deceased, who died on October 15, 1958, testate, and whose will was probated by order of the County Court for Davidson County on October 30, 1958, bearing File No. 38118.

The principal and interest on the aforesaid promissory note shall be paid on the dates and amounts as follows:

1. On May 7, 1975, the sum of $1,129.50 shall be due and payable to Ruth Poteet, representing the interest on the unpaid balance from May 7, 1974 to May 7, 1975, together with the sum of $3,012.00, which shall be due and payable to Ruth Poteet on the principal of the unpaid balance.

2. On May 7, 1976, the sum of $903.60 shall be due and payable to Ruth Poteet, representing the interest on the unpaid balance from May 7, 1975 to May 7, 1976, together with the sum of $3,012.00, which shall be due and payable to Ruth Poteet, on the principal of the unpaid balance.

3. On May 7, 1977, the sum of $677.70 shall be due and payable to Ruth Poteet, representing the interest on the unpaid balance from May 7, 1976 to May 7, 1977, together with the sum of $3,012.00, which shall be due and payable to Ruth Poteet, on the principal of the unpaid balance.

4. On May 7, 1978, the sum of $451.80 shall be due and payable to Ruth Poteet, representing the interest on the unpaid balance from May 7, 1977 to May 7, 1978, together with the sum of $3,012.00, which shall be due and payable to Ruth Poteet, on the principal of the unpaid balance.

5. On May 7, 1979, the sum of $225.90 shall be due and payable to Ruth Poteet, representing the interest on the unpaid balance from May 7, 1978 to May 7, 1979, together with the sum of $3,012.00, which shall be due and payable to Ruth Poteet, on the principal of the unpaid balance.

It is expressly agreed that the aforesaid payments, as set out above, shall be made on the dates agreed by the parties, and in the event any payments are made prior to any due date, it is expressly agreed that the payments of interest shall not be reduced in any manner.

It is understood that Ruth Poteet desires to assure a fixed and planned income over a specific period, and she does not want to be placed in a position of reinvesting unexpected income, and this was understood by the purchasers prior to, and at the time of, purchasing the above described property. However, it was further understood by the purchasers and the seller that upon the closing of this transaction, the seller agreed to release 1.5 acres of said tract of land simultaneously with the payment of the down payment and the closing of this transaction, and the said released 1.5 acres would not include more than 75 feet frontage on the Old Hickory Boulevard.

It was further understood between both the seller and the buyer that the purchase of this property was contingent upon the selling by the seller, Ruth Poteet, of a tract of land containing 17.48 acres, but by survey contains 16.47 plus or minus acres, to C. E. Hooper, Trustee, and it was included in both contracts for the sale of said land that Ruth Poteet, the seller, would retain a vendors lien on all of said land until it was paid in full with the exception of the 1.5 acres referred to above.

Possession of said property shall be given on May 7, 1974, at the closing of the transaction and upon the delivering of the Installment Deed and Trust Deed.

TO HAVE AND TO HOLD said real estate, title and interest thereto belonging to the said R. E. Hooper and wife, Linda H. Hooper, their heirs and assigns forever. Furthermore, I, Ruth Poteet, a widow, 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. I, Ruth Poteet, further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to the said R. E. Hooper and wife, Linda H. Hooper, 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 the installments thereof, as they mature, as hereinabove provided, and for the consideration of one dollar paid in cash, receipt of which is hereby acknowledged, the said R. E. Hooper and wife, Linda H. Hooper, hereinafter referred to as Trustors, hereby transfer and convey unto Kenneth Harwell, 2517 Lebanon Road, Nashville, Tennessee, Trustee, his successors and assigns, the real estate hereinbefore described, with the exception of the 1.5 Acres above referred to, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors, R. E. Hooper and wife, Linda H. Hooper, 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, (with the exception of the aforesaid 1.5 acres herein released to R. E. Hooper and wife, Linda H. Hooper), and which shall adversely affect 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 the said 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, Kenneth Harwell, or the lawful owner and holder of said indebtedness may do any or all of these things, and the

amounts so paid shall bear seven and one-half (7 1/2) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the Trustors, R. E. Hooper and wife, Linda H. Hooper, shall pay the aforesaid indebtedness as above provided, and pay the taxes and pay any and all other sums when due, as above provided, then this trust conveyance shall be of no further force or effect. But, if said indebtedness, or any payment to the aforesaid holder of this indebtedness, or any installment thereof, or any payment of any interest thereon, is not paid promptly at maturity, or if, failing to pay said taxes, or pay any of said other sums when due, as herein provided, 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 Courthouse 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, Ruth Poteet, her heirs and assigns, 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 expense of any litigation concerning the same.

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 the Trustors, R. E. Hooper and wife, Linda H. Hooper, their heirs or assigns.

In case of the death, absence, inability, or refusal to act by said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, then the holder in order of the aforesaid promissory 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 above named Trustee shall be vested in said successor.

IN WITNESS WHEREOF the parties to this instrument have signed their names, on this the 7th day of May, 1974.

R. E. HOOPER

LINDA H. HOOPER

RUTH POTEET

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kenneth Harwell, R.E. Hooper, Linda H. Hooper & Ruth Poteet a Notary Public in and for said County and State, the within named bargainors, R. E. Hooper, Linda H. Hooper and Ruth Potеet, 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 7th day of May, 1974.

KENNETH HARWELL NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COMMISSION EXPIRES AUG. 14, 1974

Kenneth Harwell
NOTARY PUBLIC

My Commission Expires: Aug 14, 1974

MAY21'74	CONV	19,060.00			
MAY21'74	MORT'G	16,060.00			
MAY21'74	S'TAX		A*	49.66	
MAY21'74	S'TAX		A*	13.10	
MAY21'74	PR'FEE		A*	.50	
MAY21'74	W'DEED		A*	14.00	* 77.26