This instrument prepared by: Andrew D. Tanner, Attorney
507 AmericanTrust Building
Nashville TN 37219

FORM 1002 Mail ↗ **INSTALLMENT DEED**

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4817 PAGE 668	MAP-PARCEL NUMBERS
Ronald Wayne Sharer et ux	Dobson & Johnson, Inc.	3D - 49004
(NAME)	(NAME)	
2426 Dundee Lane	311 Plus Park Boulevard	73 - 12
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville TN 37214	Nashville TN 37217	45
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of
TWENTY FIVE THOUSAND FIVE HUNDRED and no/100 ($25,500.00) - DOLLARS
of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees (1) have assumed and agreed to pay the unpaid principal balance of a note in the original amount of $15,400.00 to Dobson & Johnson, Inc., secured by a deed of trust to Albert Wm. Johnson, Trustee, of record in Book 3444, page 129, said Register's Office, payable as specified therein; AND (2) the Grantees have executed their joint promissory note of even date herewith in the original amount of $8,492.55, payable to James E. Hill and wife, Barbara B. Hill, as follows: On the 1st day of August 1974, the sum of $74.38, and thereafter a like sum of $74.38 on the 1st day of each and every month thereafter until said indebtedness is paid in full. Interest at the rate of 8% per annum has been computed and is included in each monthly payment. It is hereby agreed between the Grantors and Grantees that, if and when the Grantees decide to sell and convey his interest in said property, the said Grantors shall have the first right of refusal to repurchase said property. This agreement shall be binding so long as the second mortgage held by the Grantors is outstanding.

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,

we, James E. Hill and wife, Barbara B. Hill,

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

Ronald Wayne Sharer and wife, Laura Sharer,

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

Land in Davidson County, Tennessee, being Lot No. 219 on the Plan of Sunset View, Section 1, as of record in Book 2331, pages 100 and 101, Register's Office for said County.

Said Lot No. 219 fronts 80 feet on the northerly side of Dundee Lane and runs back between lines 200.1 feet on the easterly line and 210 feet on the westerly line to a dead line in the rear on which it measures 78.4 feet.

Being the same property conveyed to James E. Hill and wife, Barbara B. Hill, by deed from William H. Myhand and wife, Donis C. Myhand, of record in Book 4419, page 658, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 2426 Dundee Lane, Nashville TN 37214
(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 F. E. Kent 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 $ 20,500.00 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 20th day of May 19 74

Ronald Wayne Sharer

James E. Hill

Laura Sharer

Barbara B. Hill

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,500.00

Subscribed and sworn to before me, this the 18th day of May 1974

Affiant

My commission expires My Commission Expires Nov. 8, 1975 (Affix Seal)

Notary Public

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 JAMES E. HILL and wife, BARBARA B. HILL, and RONALD WAYNE SHARER and wife, LAURA SHARER, the 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 Nashville this 20th day of May 1974

Commission Expires My Commission Expires Nov. 8, 1975

Notary Public.

STATE OF
County

Before me, a Notary Public within and for the State and County aforesaid, personally appeared and with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the and respectively of the the within named bargainor, a corporation, and that { he / they } as such and being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said as such and as such attesting the same by the said

WITNESS my hand and official seal at office at on this the day of 19

My commission expires

Notary Public

MAY22 CONV 25,500.00
MAY22 MORTG
MAY22 STAX A* 66.30
MAY22 STAX A* 6.50
MAY22 PRFEE A* .50
MAY22 WDEED A* 4.00 ★ 77.30

INSTALLMENT DEED

FROM JAMES E. HILL et ux

TO RONALD WAYNE SHARER et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C: 5 5 3 3 9

IDENTIF. REFERENCE

MAY 22 9 45 AM '74

DAVIDSON COUNTY, TENN.

Mail to: Nixon-Kent Realty Co. Inc., 2535 Franklin Road, Nashville, Tennessee