BOOK 4945 PAGE 220

Installment Deed

THIS INSTRUMENT PREPARED BY
TYREE B. HARRIS
NASHVILLE, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Russell Badgett, III	Same	18-16 P# 184-187-
(NAME:) Madisonville, Kentucky 42431	(NAME:)	186
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	M# 19-13 P# 26
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TEN THOUSAND and NO/100 ($210,000.00) ---------- *Dollars,*

of which THIRTY-ONE THOUSAND FIVE HUNDRED and NO/100 ($31,500.00) ------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED and NO/100 ($178,500) ---------- *Dollars,*

RUSSELL BADGETT III and wife, CAROLYN SUE BADGETT,

have executed

their promissory note bearing interest at the rate of seven (7%) per cent per annum, payable $21,000.00, plus accrued interest, plus one (1) year's interest in advance, on or before December 31, 1975; thereafter additional principal payments in the amounts of $22,500.00, plus accumulated interest, shall be paid on or before the 31st day of each succeeding December, until the entire amount shall have been paid, except that no interest shall be due with the December 31, 1976, payment. The privilege is granted to the maker to prepay after January 1, 1976, in whole or in part at any time, without payment of penalty

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, D. B. HARDCASTLE and wife, DORA W. HARDCASTLE,

have this day bargained and sold, and do hereby transfer and convey unto the said RUSSELL BADGETT III

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Parcel No. 1:

Five lots in the Town of Goodlettsville, in the 10th, formerly the 20th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point on the easterly side of Main Street, or the Dickerson Pike, as widened, opposite the center of Connell Street, and running thence southerly to the easterly side of Main Street as widened, 225-1/2 feet, more or less, to the southwest corner of the lot conveyed to Mrs. Cora A. Hardcastle and D. B. Hardcastle by deed from Mrs. W. B. Myers, of record in Book 989, page 205, Register's Office for said County; thence easterly 63 feet to the southeast corner of said lot; thence northerly 112 feet, more or less, to the southern line of the lot conveyed to T. L. and B. D. Hardcastle, by deed from Bessie Herman Mason, et al, of record in Book 1101, page 324, said Register's Office; thence easterly with the southern line of said lot 191 feet to the southeast corner of said lot; thence northerly 112 feet to the center of Connell Street, and thence westerly with the center of said Connell Street 257 feet, more or less, to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 210,000.00

Subscribed and sworn to before me, this the 25 day of Aug. 19 75

Affiant

My commission expires: 9-12-78 (Affix Seal)

Notary Public

G. G. GATTIS
NOTARY PUBLIC
DAVIDSON COUNTY
TENNESSEE

Being the same lots conveyed as follows: To T. L. and B. D. Hardcastle, by deed from Bessie Herman Mason, et al, of record in Book 1101, page 324; to B. D. Hardcastle, by deed from J. C. Garrett and wife, of record in Book 1085, page 450; and to Mrs. Cora A. Hardcastle and D. B. Hardcastle, by deed from Mrs. W. B. Myers, of record in Book 989, page 205, said Register's Office. By deed of record in Book 1218, page 365, said Register's Office, the said T. L. Hardcastle and wife, Cora A. Hardcastle conveyed their interest in said property to the said B. D. Hardcastle.

Parcel No. 2:
Land in Davidson County, Tennessee, being the west part of Lot No. 8 on the Map of the subdividion of part of W. B. Myers' Home Place, at Goodlettsville, Tennessee, as of record in Book 547, page 41, Register's Office for said County, and described as follows:

Beginning at a point in the south margin of Connell Street at the corner of Lots Nos. 7 and 8; thence southerly 140 feet to the north margin of an alley, said point being 12 feet west of the corner of Lots Nos. 7 and 8; thence with the margin of said alley, westerly 67 feet to a point; thence northerly 140 feet to the south margin of Connell Street; thence with the margin of the same, easterly 67 feet to the point of beginning.
Being the same property conveyed to B. Dock (D) Hardcastle, by deed from the Trustees of the First Baptist Church of Goodlettsville, Tennessee, of record in Book 4167, page 606, said Register's Office.

unimproved ( )
This is improved (X) property, known as 　Main (House Number) (Street) 　Goodlettsville 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 RUSSELL BADGETT III *(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.*, except for 1975 property taxes which have been prorated and are assumed by the buyer.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Russell Badgett III *(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 Russell Badgett III and wife, Carolyn Sue Badgett, *hereinafter referred to as trustors, hereby transfer and convey unto* Tyree B. Harris, *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 $ 75,000.00, *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 said trustee for the benefit of the 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 25th *day of* August, *19*75

B. D. Hardcastle

B. D. Hardcastle

Dora W. Hardcastle

Dora W. Hardcastle

Russell Badgett III

Russell Badgett III

Carolyn Sue Badgett

Carolyn Sue Badgett

STATE OF ~~TENNESSEE~~ Kentucky
COUNTY OF ~~DAVIDSON~~ Hopkins

Personally appeared before me, Norma J. Rodgers, *a Notary Public in and for said County and State,* Russell Badgett, III & Carolyn Sue Badgett

*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 Madisonville, Kentucky ~~Tennessee~~, *this* 25th *day of* August, *19*75

Norma J. Rodgers *Notary Public*

Commission expires My Commission Expires February 27, 1979

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STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, G G Garrett Jr *a Notary Public in and for said County and State,* R R Hawkes Jr and wife Dora W. Hawkes Jr

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tenn. *this* 25 *day of* Aug. *19* 75

R R Hawkes Jr
Notary Public

Commission expires 9-12-78

G. GARRETT, JR. NOTARY PUBLIC 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*.....

.....*Notary Public*

Commission expires.....

AUG26 75	CONV	*	~~.00~~	210,000.00		
AUG26 75	MORT'G	*	.00	178,500.00		
AUG26 75	S'TAX			A* 546.00		
AUG26 75	S'TAX			A* 176.50		
AUG26 75	PR'FEE			A* .50		
AUG26 75	W'DEED			A* 8.00	*	731.00

INSTALLMENT DEED

FROM

TO

D 12821

IDENTIF. REFERENCE

AUG 26 10 19 AM '75

FELIX Z. GILSON JT REGISTER
DAVIDSON COUNTY, TENN.

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