THIS INSTRUMENT WAS ... BY
BASS, BERRY & SIMS, ATTORNEYS
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JACK A. HENSHAW (NAME)	SAME (NAME)	MAP 56
2538 LAKELAND DR. (STREET ADDRESS OR ROUTE NUMBER)	BOOK 5029 PAGE 927 (STREET ADDRESS)	PARCEL 8
NASHVILLE, TN 37214 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE THOUSAND TWO HUNDRED FIFTY and no/100 ----------($35,250.00)---------------------------- *Dollars,* *of which* FOUR THOUSAND THREE HUNDRED FIFTY-SEVEN and 39/100 ------------ ($4,357.39)-- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWO THOUSAND and no/100 ----- ($2,000.00)-- *Dollars,*

Jack A. Henshaw and Sam W. Honeycutt, Sr. ("Grantees") *have executed*

their promissory note of even date herewith payable to the order of George I. Osment and Ophie L. Osment, in monthly installments of principal and interest for a term of five years, and providing for payment of attorney's fees and costs, and the assumption by Grantees of an indebtedness evidenced by a promissory note dated December 22, 1973, payable to the order of James E. Hodgens and wife, Delores Mae Coder Hodgens, secured by a lien retained in installment deed of record in Book 4775, page 810, Register's Office for Davidson County, Tennessee,

XXXXXXXXXXXXXXXXXXXXXXXXXXXX *and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,* George I. Osment and wife, Ophie L. Osment ("Grantors")

have this day bargained and sold, and do hereby transfer and convey unto the said Grantees, their heirs and assigns, as tenants in common,

XXXXXXXXXXXXXXXXXXX,

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

Description attached as Exhibit A hereto.

051298

IDENTIF. REFERENCE

MAY 28 11 50 AM '76

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

JOHN S. BRYANT NOTARY PUBLIC AT LARGE STATE OF TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $35,250.00

Subscribed and sworn to before me, this the 26th day of May 1976

[signature] Affiant

My commission expires: 7-31-78 (Affix Seal)

John S. Bryant
Notary Public

MAY28 CONV 35,250.00
MAY28 S'TAX B* 91.52
MAY28 PR'FEE B* .50
MAY28 W'DEED B* 12.00 * 104.02

unimproved ( )
This is improved ( ) property, known as ..... (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 Grantees, their (successors) *heirs and assigns forever.* We *covenant that* we *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 a lien retained in installment deed of record in Book 4775, page 810, Register's Office for Davidson County, Tennessee, securing an indebtedness desscribed therein which Grantees by the acceptance of this deed hereby assume and agree to pay; an unrecorded timber deed dated August 23, 1975, from Grantors to Dudley Oakley; a 50-foot easement for ingress and egress for the benefit of adjacent tracts presently owned respectively by Grantors, Biggs and Burgess over an existing roadway running approximately east-west through the northern portion of this property; and 1976 property taxes that have been prorated and assumed by Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, 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 Grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Clyde Paul Holland, *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 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.

BOOK 5029 PAGE 929

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 26th *day of* May, *19* 76

George I. Osment

George I. Osment

Ophie L. Osment

Ophie L. Osment

Jack A. Henshaw

Sam W. Honeycutt Sr.

Sam W. Honeycutt, Sr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John S. Bryant, *a Notary Public in and for said County and State,* George I. Osment and Ophie L. Osment

*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 Nashville *Tennessee, this* 26th *day of* May, *19* 76

John S. Bryant

John S. Bryant
Notary Public
NOTARY PUBLIC AT LARGE
STATE OF TENN.

Commission expires 7-31-78

BOOK 5029 PAGE 930

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, John S. Bryant *a Notary Public in and for said County and State,* Jack A. Henshaw and Sam W. Honeycutt, Sr.

the within named bargainorS., 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 26th *day of* May, *19* 76

Commission expires 7-31-78

John S. Bryant
Notary Public

JOHN S. BRYANT 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*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

GEORGE I. OSMENT, ET UX

TO

Jack A. Henshaw and Sam

W. Honeycutt, Sr., Tenants

in Common

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

EXHIBIT A BOOK 5029 PAGE 931

A tract of land in the 13th, formerly the 25th Civil District of Davidson County, Tennessee, described as follows:

Beginning in the center of Bull Run Creek Road, Simpkins corner; thence with said Road, South 46 1/2° West 26 poles; south 69° west 28 poles; south 36 1/2° west 16 poles to a stone in Thompson's line; thence with said line South 97.5 poles to a stone in the line of the Curtis tract of land; thence with the Curtis tract, north 46 1/4° east 25 poles; thence north 49 1/2° east 17.52 poles; thence north 66 3/4° east 57.2 poles; thence north 74° east 19 poles to a tan oak; thence with the ridge south 35° east 48 poles to a white oak; thence east 10.92 poles to a stake; thence south 70° east 32 poles to a white oak the northeast corner of the Curtis tract in the Rhodes line; thence along the ridge with the Rhodes line, north 34° east 30.52 poles; thence north 69° east 26.4 poles; thence north 79 1/4° east 6.52 poles; thence south 72° east 12 poles; thence south 75° east 9.82 poles; thence north 87° east 23.6 poles; thence north 17 3/4° east 19 poles; thence north 32 3/4° east 14 poles; thence north 11 1/2° east 18.64 poles; thence north 54° east 24.6 poles; thence north 23° east 12.68 poles; thence north 12 1/2° east 7 poles; thence north 78° west 21.92 poles; thence north 69° east 18.12 poles; thence north 42 1/2° east 46 poles; thence north 78° east 8.8 poles; thence south 78° east 3.52 poles; thence north 63° east 20.72 poles; thence north 10° east 15.4 poles; thence north 16 1/2° east 16 poles to a red oak corner between Hale and Simpkins; thence with Simpkins line, north 22 1/2° west 24 poles to a white oak, chestnut oak and hickory thence north 29° west 14 poles to a red oak; thence north 5 1/4° east 15 poles to a red oak; thence north 23 3/4° west 10.5 poles to a blackgum; thence south 84° west 21.4 poles to a chestnut oak; thence south 83° west 25.32 poles to two chestnut oaks; thence south 83° west 8.32 poles to a chestnut oak; thence south 61° west 23.12 poles to a white oak; thence south 15 1/2° west 24.92 poles to a red oak; thence south 54 1/2° west 16 poles to a white oak; black chestnut oak; thence south 80° west 14 poles to a red oak; thence south 65° west 44 poles to a red oak with pointers; thence south 80° west 16 poles to a stake with pointers; thence south 39 1/2° west 22.8 poles to a dogwood thence south 65° west 15 poles to a chestnut oak; thence south 37 3/4° west 31.6 poles to a black oak; thence south 88° west 15.4 poles to a red oak; thence north 62 1/2° west 26 poles to a stake; thence south 79 1/2° west 36.5 poles to an ash; thence north 31 1/2° west 16 poles to the beginning, containing 291.46 acres, more or less by survey of W. H. Lyle, County Surveyor of said County, made April 1, 1901 and known formerly as the Tobin Tract of the G. B. Hampton Lands.

INCLUDED in the above described tract of land but EXCLUDED FROM this conveyance of the above described tract of land are the following tracts:

TRACT ONE: A tract of land about one acre sold by L. J. Lankford and wife, Elizabeth O. Lankford to Lillie Mae Dozier of record in Book 3225, page 233, Register's Office for Davidson County, Tennessee.

TRACT TWO: A tract of land of about one acre sold by L. J. Lankford and wife, to James B. Dozier and wife, Lillie Mae Dozier of record in Book 3247, page 209, Register's Office for Davidson County, Tennessee.

TRACT THREE: A tract of about 4.4 acres sold by L. J. Lankford and wife, to Allen H. Perry and wife, Daisy Perry, of record in Book 3249, page 167, Register's Office for Davidson County, Tennessee.

TRACT FOUR: A tract of about 2 acres sold to Phillip W. Denton and wife, Katherine M. Denton, of record in Book 3254, page 133, Register's Office for Davidson County, Tennessee.

TRACT FIVE: A tract of about 3.7 acres sold to Thomas L. Walker and wife, Rachel Ann Walker of record in Book 3282, page 557, Register's Office for Davidson County, Tennessee.

TRACT SIX: A portion of the tract of land sold by James E. Hodgens and wife, Delores Hodgens to George I. Osment and wife, Ophie L. Osment, of record in Book 4078, page 248, Register's Office for Davidson County, Tennessee.

TRACT SEVEN: A tract of land sold by James E. Hodgens and wife, Delores Mae Coder Hodgens to Thomas Felts, Howard Reagan and James E. Hodgens, Trustees for Bull Run Free Will Baptist Church of record in Book 4173, page 92, Register's Office for Davidson County, Tennessee.

TRACT EIGHT: A tract of land sold by James E. Hodgens and wife, Delores Mae Coder Hodgens to Herbert K. Upchurch and wife, Juanita Hunter Upchurch, of record in Book 4353, page 217, Register's Office for Davidson County, Tennessee.

TRACT NINE: A tract of land sold by James E. Hodgens and wife, Delores Hodgens to Finnis A. Pierce and wife, Lorine Pierce of record in Book 4597, page 865, Register's Office for Davidson County, Tennessee.

TRACT TEN: A tract of land sold by James E. Hodgens and wife, Delores Mae Coder Hodgens to R. B. Biggs and wife, Mary L. Biggs of record in Book 4680, page 757, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to George I. Osment and wife, Ophie L. Osment by deed from James E. Hodgens and wife, Delores Mae Coder Hodgens of record in Book 4775, page 810, Register's Office for Davidson County, Tennessee.