THIS DEED PREPARED BY: LUCIEN DALE, Attorney, 1406 Nashville City Bank & Trust Building, Nashville, Tennessee 37201

BOOK 5048 PAGE 539 map 58-16 par 100

INSTALLMENT DEED

For and in Consideration of the sum of TWENTY-FIVE THOUSAND NINE HUNDRED FIFTY AND NO/100 ($25,950.00) Dollars,

of which FIVE HUNDRED AND NO/100 ($500.00) Dollars,

has been paid in cash by Ollice N. Hogue and wife, Martha F. Hogue

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($25,450.00) Dollars,

the said Ollice N. Hogue and wife, Martha F. Hogue have

agreed to pay a first mortgage lien in the amount of TWENTY-ONE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND THIRTY-ONE CENTS ($21,981.31) now held by Noel Palmer Company pursuant to the terms of said first mortgage instruments; and have executed their promissory notes of even date herewith in the amount of THREE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS AND SEVENTY CENTS ($3,564.70) to be paid pursuant to the terms of said instruments.

In the event of default on first lien, holder of the second lien note, may pay the same and add any amounts so paid to the principal balance of this note. Any default in payments on first lien shall be construed to be a default on second lien.

~~all of said notes bearing six per cent interest from date,~~ and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, William O. Simpkins and wife, Doreene D. Simpkins

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

Ollice N. Hogue and wife, Martha F. Hogue, their heirs and assigns,

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

Land in Davidson County, Tennessee being Lot No. 228 on the Plan of Haynes Park Subdivision, Section 3, as of record in Book 4460, Page 185, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the southerly margin of Kings Lane at the dividing line between lots nos. 228 and 229 on the said plan; thence southerly along said dividing line 100 feet to a concrete marker; thence westerly 116 feet to a point in the easterly margin of Haynes Park Drive; thence northerly along the easterly margin of said Haynes Park Drive 75.34 feet to the beginning of a curve; thence around said curve a distance of 39.32 feet to a point in the southerly margin of Kings Lane; thence easterly along the southerly margin of said Kings Lane 91.17 feet to the point of beginning.

Being the same property conveyed to William O. Simpkins and wife, by deed from Edward Eugene Allen and wife, Delores L. Allen of record in Book 5012, page 638, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a deed of trust executed by Edward Eugene Allen and wife, Delores L. Allen, to John G. Palmer, Trustee, to secure Noel-Palmer Mortgage Company, Inc., in the original principal sum of $22,300.00, of record in Book 4868, Page 141, Register's Office for Davidson County, Tennessee.

Buyer & Tax bills
Ollice Hogue
3317 Kings Lane
Nashville, Tenn

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $25,950.00

[signature]
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF July 1976.

[signature]
Deputy Register

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ollice N. Hogue and wife, Martha F. Hogue, 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 said real estate to said Ollice N. Hogue and wife, Martha F. Hogue, 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 Ollice N. Hogue and wife, Martha F. Hogue

do hereby transfer and convey unto S. K. Grayson, 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 Ollice N. Hogue and wife, Martha F. Hogue

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 $22,500.00 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 interst 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 Ollice N. Hogue and wife, Martha F. Hogue 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 trust 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 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 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 Ollice N. Hogue and wife, Martha F. Hogue, their 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 S. K. Grayson, Trustee, shall be vested in said successor.

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 William O. Simpkins and wife, Doreene D. Simpkins and Ollice N. Hogue and wife, Martha F. Hogue, hereunto set our hands at Nashville, Tennessee, this the 26th day of July 1976

William O. Simpkins
WILLIAM O. SIMPKINS

Doreene D. Simpkins
DOREENE D. SIMPKINS

Ollice N. Hogue
OLLICE N. HOGUE

Martha F. Hogue
MARTHA F. HOGUE

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Judy M. Butler, a Notary Public in and for said County and State, the within named William O. Simpkins and wife, Doreene D. Simpkins and Ollice N. Hogue and wife, Martha F. Hogue,

the 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 July, 1976

Commission Expires 5/7/77

Judy M. Butler, Notary Public

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

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STATE OF TENNESSEE
Davidson 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 purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM
WILLIAM O. SIMPKINS, ET UX

TO
OLLICE N. HOGUE, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 59631

IDENTIF. REFERENCE

JUL 22 11 51 AM '76

FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO., NASHVILLE

JUL22~	CONV	25,950.00			
JUL22~	MORT'G	*3,564.70			
JUL22~S'TAX			B*	67.34	
JUL22~S'TAX			B*	1.60	
JUL22~PR'FEE			B*	.50	
JUL22~	W'DEED		B*	8.00	* 77.44