This Instrument Was Prepared By: Steven W. Pedigo Of The Law Firm Pedigo & Saindon; Stahlman Building, Nashville, TN

Installment Deed

BOOK 5052 PAGE 201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James Boutwell (NAME:)	(NAME:)	A. 87
4746 A Trenton Dr. (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	P. 115
Hermitage Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	% 50 PW

FOR AND IN CONSIDERATION of the sum of Twenty-Nine Thousand and No/100------

----------($29,000.00)----------*Dollars,*

of which Seven Thousand Two Hundred Fifty and No/100 ($7,250.00)---------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand Seven

Hundred Fifty and No/100 ($21,750.00)---------- *Dollars,*

James A. Boutwell and wife, Vadean R. Boutwell *have executed* an installment deed note in the principal amount of $21,750.00 payable to the order of Charles E. Barham and wife, Madge S. Barham, in 300 equal monthly installments of $182.54 each, with the first installment due and payable one month from even date and on the same day of each succeeding month thereafter a like amount is due and payable until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 9% per annum and monthly installments include interest.

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, Charles E. Barham and wife, Madge S. Barham,

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

James A. Boutwell and wife, Vadean R. Boutwell,

their ~~(successors)~~, *heirs and assigns,*

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

Land lying and being in the 4th Civil District of Davidson County, Tennessee, and described according to a survey made by Ernest P. Hall, November 7, 1975, as follows, to wit:

Beginning at an iron pin in the easterly right of way of New Hope Road, said pin being located 1390 feet from the center line of Central Pike as measured in a northerly direction along the easterly margin of the right of way of New Hope Road; thence south 87° 36' east 257.95 feet to an iron pin; thence north 2° 15' east 219.01 feet to an iron pin; thence south 86° 03' east 126.79 feet to an iron pin; thence south 85° 10' east 285.14 feet to an iron pin; thence north 86° 57' east 128.80 feet to an iron pin; thence south 58° 08' east 456.34 feet to an iron pin; thence south 5° 52' west 126.90 feet to a post; thence south 83° 41' east 408.73 to a post; thence north 5° 40' east 415.00 feet to a 12-inch cedar tree; thence north 5° 09' east 852.51 feet to an iron pin; thence south 86° 20' east 284.76 feet to a post; thence north 5° 00' east 908.65 feet to a post; thence north 86° 20' west 492.53 feet to an iron pin set by post; thence south 10° 44' west 1092.70 feet to an iron pin; thence south 20° 06' west 607.49 feet to an iron pin set by post; thence north 60° 46' west 232.41 feet to an iron pin; thence south 33° 07' west 221.98 feet to an iron pin; thence south 86° 57' west 162.13 feet to existing iron pipe; thence north 85° 10' west 283.56 feet to an iron pin at fence corner; thence north 86° 03' west

Continued..

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this Deed is $ 29000 00/100

Affiant

Subscribed and sworn to before me, this the 22nd day of June, 76

Notary Public

My commission expires: 6/2/80 (Affix Seal)

NOTARY PUBLIC DAVIDSON COUNTY

176.99 feet to an iron pin; thence south 2° 15' west 220.42 feet to an iron pin by post; thence north 87° 36' west 208.33 feet to an iron pin in the easterly margin of New Hope Road; thence south 1° 49' west along said easterly margin of New Hope Road 50.00 feet to the point of beginning and containing 26.19 acres, more or less.

Being part of the property conveyed to Charles E. Barham and wife, Madge S. Barham by deed from George H. Hurt, unmarried, as of record in Book 4117, page 544, Register's Office for Davidson County, Tennessee, and being part of the property conveyed to Charles Edward Barham and wife, Madge Spence Barham, by deed from Nolan Spencer Barham and wife, Diane Drye Barham, as of record in Book 5030, page 987, Register's Office for said County. The said Charles E. Barham and Charles Edward Barham are one and the same person; the said Madge S. Barham and Madge Spencer Barham are one and the same person.

The above described property is conveyed subject to an easement for ingress and egress which is hereby retained by the grantors, Charles E. Barham and wife, Madge S. Barham, their heirs and assigns, Said easement for ingress and egress is for use with others across and upon the following property, which is a 50 foot wide easement and described as follows;

Beginning at an iron pin in the easterly right of way of New Hope Road, said pin being located 1390 feet from the center line of Central Pike as measured in a northerly direction along the easterly margin of the right of way of New Hope Road; thence south 87° 36' east 257.95 feet to an iron pin; thence north 2° 15' east 219.01 feet to an iron pin; thence south 86° 03' east 126.79 feet to an iron pin; thence south 85° 10' east 285.14 feet to an iron pin; thence north 86° 57' east 128.80 feet to an iron pin; thence in a northeasterly direction 60 feet more or less to an iron pin; thence south 86° 57' west, 162.13 feet to existing iron pipe; thence north 85° 10' west 283.56 feet to an iron pin; at fence corner; thence north 86° 03' west 176.99 feet to an iron pin; thence south 2° 15' west 220.42 feet to an iron pin by post; thence north 87° 36' west 208.33 feet to an iron pin in the easterly margin of New Hope Road; thence south 1° 49' west along said easterly margin of New Hope Road 50.00 feet to the point of beginning.

This is unimproved ( ) 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 James A. Boutwell and wife, Vadean R. Boutwell, their ~~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.*

CO	29,000.00	MO	21,750.00
WD	6.00	MS	
TD		ST	75.40
CC		ST	19.70
MR		RF	.50
		TOTAL	101.60

We *further covenant and bind* ourselves, our ~~successors~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* James A. Boutwell and wife, Vadean R. Boutwell, 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 James A. Boutwell and wife, Vadean R. Boutwell *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 $10,000.00, *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.

BOOK 5052 PAGE 203

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 22nd *day of* June, *19* 76

Charles E Barham

Madge S Barham

James A Boutwell

Vadean R. Boutwell

38922

T IDENTIF. REFERENCE

JUL 30 10 41 AM '76

FELIX A. REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Odell Binkley Jr., *a Notary Public in and for said County and State,* Charles E. Barham and wife, Madge S. Barham and James A. Boutwell and wife, Vadean R. Boutwell, *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* 22nd *day of* June, *19* 76

Odell Binkley Jr. *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 6/7/80