THIS INSTRUMENT PREPARED BY
WILLIAM D. CASTLEMAN, ATTY.
807 AMERICAN TRUST BLDG.
NASHVILLE, TENNESSEE 37201

INSTALLMENT DEED

BOOK 5085 PAGE 268

For and in Consideration of the sum of Ninety Five Thousand and------00/100 ($95,000.00)----------Dollars, of which Fifteen Thousand ($15,000.00)----------Dollars, has been paid in cash by Gorgon L. Hawkins and wife, Donna Louise Hawkins, the receipt of which is hereby acknowledged, and for the remainder Eighty Thousand and 00/100 ($80,000.00) ----------Dollars, the said Gordon L. Hawkins and wife, Donna Louise Hawkins, have executed their two (2) promissory notes of even date herewith, to-wit:

NOTE NO. 1 is payable to the order of THELMA LEE GREER and is for the principal sum of Seventy Five Thousand ($75,000.00) Dollars. Said note is payable at the rate of $760.00 per month, beginning on the 1st day of December, 1976, and a like amount on the 1st day of each succeeding month thereafter for a period of fifteen (15) years, at which time the entire remaining principal balance, together with accrued interest, shall be due and payable. Said monthly installments of $760.00 include interest at the rate of nine percent (9%) per annum, and shall be applied first to interest and the remainder to principal. The makers of Note No. 1 shall not be allowed to pay the total unpaid balance of this note for a period of five (5) years from the date of execution thereof without express written consent of the payee, Thelma Lee Greer.

NOTE NO. 2 shall be for the principal sum of Five Thousand ($5,000.00) Dollars; payable to the order of THELMA LEE GREER, on or before one hundred eighty (180) days from date, together with interest at the rate of eight percent per annum. *

all of said notes bearing interest as therein specified 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, I, THELMA LEE GREER, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said GORDON L. HAWKINS, and wife, DONNA LOUISE HAWKINS, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. I: Being Lot No. 16 and the easterly one-half of Lot No. 17 on the Plan of Blood's Addition to Edgefield, now East Nashville, as of record in Book 21, Page 5, Register's Office for Davidson County, Tennessee.

Said Lot No. 16 and part of Lot No. 17 front together 75 feet on the northerly side of Woodland Street and run back between parallel lines, with the westerly margin of 7th, formerly Foster Street, 170 feet to an alley.

Being the same property conveyed to Haskell H. Greer and wife, Thelma Lee Greer, by deed from Flora E. Irvin, of record in Book 1732, Page 547, Register's Office for Davidson County, Tennessee, the said Haskell H. Greer having since died.

TRACT NO. II: Being Lot No. 20 and the east 18 feet of Lot No. 19 in Henry Blood's Addition to Edgefield, now East Nashville, as of record in Book 21, Page 5, Register's Office for Davidson County, Tennessee.

Said Lot No. 20 and the east 18 feet of Lot No. 19 front together 68 feet on the northerly side of Woodland Street and extends back between parallel lines 170 feet to an alley.

Being the same property conveyed to Haskell Harrison Greer and wife, Thelma Lee Greer, by deed from Anne Connor, et al, of record in Book 2280, Page 175, and as corrected by instrument of record in Book 2340, Page 67, Register's Office for Davidson County, Tennessee, the said Haskell Harrison Greer having since died.

This is unimproved ( ) improved (X) property, know as 621 & 631 Woodland Street, Nashville, Tennessee.
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

*It is expressly understood and agreed that default under and pursuant to Note No. 2, above set forth, shall constitute default under the terms and conditions of Note No. 1, and the same shall be immediately foreclosable if default shall occur under Note No. 2.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gordon L. Hawkins and wife, Donna Louise Hawkins, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Gordon L. Hawkins and wife, Donna Louise Hawkins, 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 Gordon L. Hawkins and wife, Donna Louise Hawkins,

do hereby transfer and convey unto Claude Callicott, 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 Gordon L. Hawkins and wife, Donna Louise Hawkins,

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 $75,000.00 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 Gordon L. Hawkins and wife, Donna Louise Hawkins, 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 Gordon L. Hawkins and wife, Donna Louise Hawkins, 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 Claude Callicott, 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 Thelma Lee Greer, a widow, and Gordon L. Hawkins, et ux, Donna Louise Hawkins, hereunto set our hands at Nashville, Tennessee, this the 1st day of November, 1976.

Thelma Lee Greer

Thelma Lee Greer, a widow

Gordon L. Hawkins

Donna Louise Hawkins

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Thelma Lee Greer, a widow; Gordon L. Hawkins and wife, Donna Louise Hawkins, the bargainor, 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 1st day of November, 1976.

NOTARY PUBLIC DAVIDSON COUNTY TENN.

Commission Expires 1-29-77

, Notary Public.

STATE OF _____ County.

NOV-5 76	CONV	95,000.00		
NOV-5 76	MORTG	80,000.00		
NOV-5 76	S'TAX		B*	247.00
NOV-5 76	S'TAX		B*	78.00
NOV-5 76	PR'FEE		B*	.50
NOV-5 76	W'DEED		B*	8.00 * 333.50

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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5085 PAGE 271

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

Title Co.

INSTALLMENT DEED

FROM
THELMA LEE GREER, A WIDOW,

TO
GORDON L. HAWKINS, ET UX,
DONNA LOUISE HAWKINS

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 75827

IDENTIF. REFERENCE

Nov 5 10 33 AM '76

FEE ... REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gordon L. Hawkins, etux	Gordon L. Hawkins, et ux	82-16
(NAME) 101 Karen Wayne Drive	(NAME) 101 Karen Wayne Drive	Par. 48 17W955 82-16
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory, Tennessee	(STREET ADDRESS) Old Hickory, Tennessee 37138	Par. 48 17W940
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 95,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF November, 19 76

Notary Public

MY COMMISSION EXPIRES: 1-29-77

(AFFIX SEAL)