INSTALLMENT DEED

For and in Consideration of the sum of ($47,661.33) Forty-seven Thousand, Six Hundred, Sixty-one and 33/100---------- Dollars, of which Six Thousand, Five Hundred and No/100---------- Dollars, has been paid in cash by David C. Hooven and wife, Anna P. Hooven the receipt of which is hereby acknowledged, and for the remainder Forty-One Thousand, One Hundred, Sixty-One and 33/100---------- Dollars, the said David C. Hooven and wife, Anna P. Hooven ha ve assumed and agree to pay an unpaid balance of $37,161.33 secured by an instrument of record in Book 4676, page 490, Register's Office for Davidson County, Tennessee, and for the remainder of $4,000.00 the said grantees have executed two notes payable to the order of Tom Akira Teraoka and wife, Shirley J. Teraoka of even date herewith, one in the sum of $2,500.00 amortized over 96 installments of $36.63 with the 60th payment being the entire unpaid principal balance plus accrued interest, the other note being in the sum of $1,500.00 amortized over 96 installments of $21.98 with the 60th payment being the entire unpaid principal balance plus accrued interest. Monthly payments include interest at the rate of 9% per annum. First payments are due and payable December 10, 1976.

all of said notes bearing ~~six~~ 9% 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, we, Tom Akira Teraoka and wife, Shirley J. Teraoka

have this day bargained and sold, and do hereby transfer and convey unto the said David C. Hooven and wife, Anna P. Hooven heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 206 on the Plan of Priest Lake Park Section IV, as of record in Book 4460, pages 15, 16, & 17, Register's Office for said County.

SAID Lot No. 206 fronts 87.75 feet on the northerly side of Clearlake Drive and extends back 120.58 feet on the westerly line and 128.3 feet on the easterly line to a dead line measuring 131.0 feet thereon.

Being the same property conveyed to Tom Akira Teraoka and wife, Shirley J. Teraoka by deed from Robert E. Lee and wife, Edith F. Lee, of record in Book 4951, page 168, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictive covenants and easements as of record in Book 4504, page 774 and Book 4460, pages 15, 16, and 17, Register's Office for Davidson County, Tennessee.

NOV 18 '76	CONV	47,661.33			
NOV 18 '76	MORT'G	*4,000.00			
NOV 18 '76	S'TAX		B*	124.02	
NOV 18 '76	S'TAX		B*	2.00	
NOV 18 '76	PR'FEE		B*	.50	
NOV 18 '76	W'DEED		B*	8.00	* 134.52

This is unimproved ( ) improved (X) property, know as 204 Clearlake Drive (House Number) (Street) Nashville, Tennessee 37205 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David C. Hooven and wife, Anna P. Hooven 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 as herebefore stated and 1976 taxes.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said David C. Hooven and Anna P. Hooven, 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 in hand paid, we, the said David C. Hooven and wife, Anna P. Hooven

do hereby transfer and convey unto Marvin E. Neely, 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 David C. Hooven and Anna P. Hooven 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 $ 42,000.00 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 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 David C. Hooven and Anna P. Hooven 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; if 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 David C. Hooven and Anna P. Hooven 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 Marvin E. Neely, 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 Tom Akira Teraoka and Shirley J. Teraoka and David C. Hooven and Anna P. Hooven hereunto set our hands at Nashville, Tennessee, this the 15 day of Nov. 1976

× Tom Akira Teraoka
Tom Akira Teraoka

× Shirley J. Teraoka
Shirley J. Teraoka

× David C. Hooven

× Anna P. Hooven

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David C. Hooven and wife, Anna P. Hooven

the 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 17th day of November, 1976

R. K. Harris, Jr., Notary Public.

Commission Expires May 13, 1980

R. HARRIS, JR. NOTARY PUBLIC DAVIDSON CO. TENN.

STATE OF ILLINOIS
COOK **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Tom Akira Teraoka and wife, Shirley J. Teraoka

the 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 Rosemont, Ill. this 15th day of November, 1976

Notary Public.

Commission Expires 10-20-79

EDWARD E. DOYLE NOTARY PUBLIC COOK CO. ILL.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5089 PAGE 230

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)

INSTALLMENT DEED

FROM
Tom Akira Teraoka

Shirley J. Teraoka
TO
David C. Hooven
Anna P. Hooven

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 7 7 7 2 7 1

IDENTIF. REFERENCE

Nov 18 3 42 PH '76

FELIX A. MILLER, REGISTER
DAVIDSON COUNTY, TENN.

TOILET CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David C. Hooven (NAME)	Fidelity Federal (NAME)	136-7-141
204 Clearlake Drive (STREET ADDRESS OR ROUTE NUMBER)	401 Union Street (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	02D 60858

THIS INSTRUMENT WAS PREPARED BY

L. M. Wood, Attorney
1916 8th Ave. South
Nashville, Tenn. 37204

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$47,661.33

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF November, 1976.

Notary Public

MY COMMISSION EXPIRES: May 13, 1980