INSTALLMENT DEED BOOK 5095 PAGE 317

For and in Consideration of the sum of Fifty Six Thousand, Eighteen & No/100 - - - - - - - - - - ($56,018.00) - - - - - - - - - - - - - - - - - - Dollars, of which Fifteen Thousand, Three Hundred Sixty Seven & 10/100 - - - Dollars, ($15,367.10) has been paid in cash by Landis W. Hicks the receipt of which is hereby acknowledged, and for the remainder Forty Thousand, Six Hundred Fifty & 90/100 - - - - - ($40,650.90) - - - - - - - - - - - Dollars, the said Landis W. Hicks has given his note payable to Thelma Belle Putman, payable in annual payments of Eight Thousand, One Hundred Thirty & 18/100 ($8,130.18), plus 8% interest upon the principal balance, for five years, with the first payment coming due on the 9th day of December, 1977,

~~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, I, Thelma Belle Putman

have this day bargained and sold, and do hereby transfer and convey unto the said Landis W. Hicks, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: As per attached description.

Being the major portion of the Leroy Putman (deceased) and Thelma Belle Putman property, located in the 14th Civil District of Davidson County, Tennessee, on the North side of Old Clarksville Pike approximately one mile west of Joelton, more particularly described according to a survey by John B. Bates, Viking Surveying, 503 Long Hollow Pike, Goodlettsville, Tennessee, 37072, dated 17 November, 1976, as follows:

Beginning at an iron stake and telephone pole in the northerly margin of Old Clarksville Pike, being the SE corner of the portion of this tract fronting on Old Clarksville Pike and the SW corner of Smith's one-acre lot; thence N 12° E 189.0 feet to an iron stake and power pole, the NW corner of Smith's lot; thence S 74° E 334.0 feet (passing Smith's NE corner at 209.0 feet, marked by an iron pin) to an iron stake and power pole, the most easterly SE corner of this tract; thence N 20 45' E (along a line marked by a steel post) 1494.0 feet to an iron pin in an old fence row line, the NE corner of this tract; thence N 87° 15' W (generally with an old fence line and tree line) 954.0 feet to an iron pin and corner fence post, the NW corner of this tract; thence S 30 30' W (with a fence line) 595.50 feet to an iron pin in a fence line; thence leaving the fence line along a newly-surveyed line S 75° 30' E 150.0 feet to an iron pin; thence S 3° 30' W 875.0 feet to an iron pin in the northerly margin of Old Clarksville Pike, being the SW corner of the portion of this tract fronting on Old Clarksville Pike; thence with the northerly margin of Old Clarksville Pike S 75° 30' E 475.0 feet to the beginning, containing 30.30 acres, more or less.

Being a portion of the property conveyed to Leroy Putman and wife, Thelma Belle Putman, by deed from Kelly B. Potter and wife, Mary R. Potter, of record in Book 1969, Page 77, Register's Office for Davidson County, and by deed from Henry Hackebeil, of record in Book 2482, Page 175, Register's Office for Davidson County, Tennessee, the said Leroy Putman having since died. The grantor, Thelma Belle Putman, retains a tract of 3.01 acres, more or less, fronting 150.0 feet on the northerly margin of Old Clarksville Pike and running back between parallel lines 875.0 feet.

This is unimproved (X) improved ( ) property, know as Old Clarksville Pike (House Number) (Street) Joelton, TN. 37080 P. O. Address: (City or Town) (Zip Code)

BOOK 5095 PAGE 318

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Landis W. Hicks, his 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 Landis W. Hicks, his 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 me in hand paid, I, the said Landis W. Hicks

do hereby transfer and convey unto George H. Cate, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Landis W. Hicks 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 $insurable value 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.

I 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 I 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 I, the said Landis W. Hicks 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 I 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 I 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. I 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. I 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 Landis W. Hicks 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 George H. Cate, Jr., 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 Belle Putman and Landis W. Hicks hereunto set our hands at ~~xxxxxxxxxxxxxxxxxxxx~~, Tennessee, this the 6th day of Dec. 1976

Thelma Belle Putman
Thelma Belle Putman

X
Landis W. Hicks

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Walter F Duke, a Notary Public in and for said County and State, the within named Thelma Belle Putman

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Joelton Tennessee, this day of December, 1976

Walter F Duke, Notary Public.

Commission Expires Nov. 23, 1980

WALTER F. DUKE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF CALIFORNIA
Los Angeles County.

ROSE BORGENIGHT NOTARY PUBLIC CALIFORNIA LOS ANGELES COUNTY

Personally appeared before me, Rose Borgenight, a Notary Public in and for said County and State, the within named Landis W. Hicks

X

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Los Angeles, California, USA this 6th day of December, 1976

Rose Borgenight, Notary Public.

Commission Expires February 24, 1980

OFFICIAL SEAL
ROSE BORGENIGHT
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires FEB 24, 1980

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5095 PAGE 320

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)

DEC-9%	CONV	56,018.00		
DEC-9%	MORT'G	40,650.90		
DEC-9%	S'TAX		B*	145.60
DEC-9%	S'TAX		B*	38.70
DEC-9%	PR'FEE		B*	.50
DEC-9%	W'DEED		B*	8.00
				192.80

DAVIDSON COUNTY REGISTER'S OFFICE

INSTALLMENT DEED

FROM Thelma Belle Putman

TO Landis W. Hicks

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 80531

IDENTIF. REFERENCE

DEC 9 3 13 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Landis W. Hicks (NAME)	Same (NAME)	21-9
3722 Old Clarksville Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	(Part)
Joelton, TN 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

George H. Cate, Jr.
Attorney at Law
510 Stahlman Building
Nashville, TN. 37201

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

$ 56,018.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF December 19 76

Rose Borgenicht
Notary Public

MY COMMISSION EXPIRES: July 24 1980