Prepared by Jordan Stokes III, Attorney at Law, 1206 Sudekum Building, Nashville, Tennessee. 37219

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM
J. Wendell Hooke

TO
Will M. Hooke and wife,
Mary Virginia Hooke

For draftsman's use

BOOK 5099 PAGE 826

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Will M. Hooke et ux (NAME)	Same (NAME)	
5141 Granny White Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	115-7-34
Nashville, Tenn. 37220 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	AL

(FOR REGISTER'S USE)

D 82451

FIDELITY REFERENCE

DEC 22 3 23 PM '76

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$53,260.00 Will M. Hooke
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF December 1976

J. Head
Notary Public

MY COMMISSION EXPIRES: Sept 26, 1978

(AFFIX SEAL)

For and in consideration of love and affection I have for my son Will M. Hooke and his wife, Mary Virginia Hooke, and the execution by them of a note for Twenty Five Thousand ($25,000.00) Dollars, and in the further consideration that, pursuant to my promise to make this conveyance, they have constructed on the property herein conveyed an addition to the home at an expense to them of $24,000.00, I, J. Wendell Hooke, a widower, hereby sell, transfer, and convey to my son, Will M. Hooke and wife, Mary Virginia Hooke, as tenants by the entirety certain real estate in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee described as follows:

Land in the 7th, formerly the 11th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point in the center line of the Granny White Pike, the northeast corner of a 9.69 acres tract conveyed to George D. Nelson and wife, by deed from Elmo Phillips and wife, of record in book 1088, page 188, of the Register's Office for said County; thence with Nelson's northerly line, north 67 deg. 45' west 217.5 feet, more or less, to a point in the southeast corner of a 50-foot strip of ground conveyed to George D. Nelson and wife, by deed from Elmo Phillips and wife, of record in book 1129, page 119, of the Register's Office for said County; thence with the easterly line of said 50-foot strip, north 25 deg. 15' east 50 feet to a point, the northeast corner of said 50-foot strip; thence with the northerly line of said strip, north 67 deg. 45' west 495 feet to a point in the easterly line of a 62 acre tract conveyed to Mrs. Laura Robinson by deed of record in book 612, page 614, of the Register's Office for said County; said point being north 27 deg. 30' east 329.5 feet from the original southwest corner of a 14.84 acre tract, the north west corner of said 50-foot strip; thence with Robinson's easterly line north 27 deg. 30' east 707.5 feet, more or less to a stake with ash and locust pointers, Robinson's corner; the northwest corner of the property herein described; thence with Robinson's line and the south line of the Baptist Church Lot (Col.), south 56 deg. 15' east 730 feet to a point in the center line of the Granny White Pike, hackberry pointers; thence with the center line of the said Granny White Pike, south 31 deg. west 686.1 feet to the point of beginning, containing 12 acres, more or less.

Being the same property conveyed by Elmo Phillips and wife, Myrtle Baars Phillips, to J. Wendell Hooke and wife, Mary Neal Hibbetts Hooke, by deed of record in Book 1160, page 119, RODC, Tenn., the said wife of J. Wendell Hooke being now deceased.

This is unimproved ( ) improved (X) property, known as 5141 Granny White Pike, Nashville, Tennessee 37220
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 our heirs, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Jordan Stokes III 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 grantees 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 $ 25,000.00 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 interest 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 thereby, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 22nd day of December 19 76.

x J. Wendell Hooke
J. Wendell Hooke

x Will M. Hooke
Will M. Hooke

x Mary Virginia Hooke
Mary Virginia Hooke

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Evelyn Jackson, a Notary Public in and for said County and State, the within named J. Wendell Hooke, Will M. Hooke, and Mary Virginia Hooke, 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 22nd day of December, 19 76.

Evelyn Jackson, Notary Public.

Commission expires May 23, 1979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

B* 57,260.00 CONV
B* 25,000.00 MTG
B* 138.56 TAX
B* 23.00 STATE TAX
B* .50 RECFEE
B* 11.00 * 182.00 RECORD