THIS INSTRUMENT PREPARED BY:
John D. Lentz, Attorney
226 Third Ave. N.
Nashville, TN 37201

Installment Deed

BOOK 5102 PAGE 89

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Lannie L. Boswell, et ux	Same	MAP 161
c/o Boswell Harley Davidson (NAME)	Same	PAR. 57
401 Fesslers Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty Thousand Six Hundred Dollars----------($50,600.00) *Dollars,*

of which Twenty-five Thousand Dollars ----------($25,000.00)--- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-five Thousand Six Hundred Dollars----------($25,600.00) *Dollars,*

Lannie L. Boswell and wife, Doris L. Boswell *have executed* their promissory note of even date herewith in the principal sum of Twenty-five Thousand Six Hundred Dollars ($20,600.00) payable to Maudleen Holeman and Roy L. Hill, Co-administrators of the Estate of Mary Jo Hill, payable in six (6) semi-annual installments of Four Thousand Two Hundred Sixty-six and 67/100 Dollars ($4,266.67) each, the first of which installments is due on June 21, 1977, and one of which installments is due on the 21st day of December and June of each year thereafter until the full amount of the principal has been paid, with interest at the rate of eight and one-half per cent (8-1/2%) per annum on the unpaid principal balance of said note, payable to the same payees with each of said installment payments,

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, I, we, Margaret E. Graves, Joe Arnold, Knute Arnold, Jo-Ann Lauria Payne, Sandra Kambourian, and Shirley Douglas Waddle, and Maudleen Holeman, being the sole heirs at law and next of kin of Mary Jo Hill, along with Roy L. Hill and Maudleen Holeman, Co-administrators of the Estate of Mary Jo Hill

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

Lannie L. Boswell and wife, Doris L. Boswell, their

(successors), heirs and assigns,

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

Land in the 6th, formerly the 8th, Civil District of Davidson County, Tennessee, being part of lots Nos. 1, 3 and all of lots Nos. 2, 4 and 5 on the map of the Partition of the lands of Thomas Cunningham, deceased, as of record in Plan Book No. 2, page 180, Chancery Court at Nashville, Tennessee, described together as follows:

Beginning at a point in the center of the Owen Winstead Pike at the southwest corner of the property conveyed to Charles Deskin Warren and wife, by deed from A. J. McMahon and wife, of record in Book 1046, page 366, Register's Office for said County; thence with the southern boundary line of the said Warren property south 87-3/4° east 843.09 feet to Warren's southeast corner; thence with Warren's eastern boundary north 2° east 155 feet to the southerly margin of a 25 foot avenue as shown on said plan; thence with the southerly margin of said avenue and the southern boundary line of the property conveyed to J. A. Carter and to Emily Warren, the northern boundary line of lots NOs. 3, 4 and 5 on said plan, south 87-3/4° east 81.99 poles, more or less, to the northwest corner of the property conveyed to Joe Rucker, said point being the northeast corner of lot No. 5; thence with the line between said lot No. 5 and the western boundary line of the said Rucker property, south 2° west 32 poles to the southeast corner of said lot No. 5; thence with the southern boundary line of said lots Nos. 2, 3, 4, and 5, north 87-1/2° west 130.40

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration or value whichever is greater, for this transfer is $50,600.00

Subscribed and sworn to before me this the 1st day of December

Affiant

My commission expires: Aug. 5, 1980

Notary Public

poles to the center of said Owen Winstead Pike; thence with the center of said Pike north 12° west 10 poles to a point, and north 1/2° east 12.30 poles to the beginning, containing 23 acres, more or less, including all our right, title, claim and interest in a 25 foot easement for an avenue along the northerly margin of the property being described running from the easterly margin of the Owen Winstead Pike to the westerly boundary line of the property conveyed to Emily Warren as set out in deed of record in Book 911, page 292, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to W. G. Hill and wife, Mary Jo Hill, by deed from A. J. McMahon and wife, Aline McMahon, of record in Book 1973, page 483, Register's Office for Davidson County, Tennessee. The said W. G. Hill having predeceased Mary Jo Hill, who has since died.

DEC 30 76	CONV	50,600.00			
DEC 30 76	MORT'G	25,600.00			
DEC 30 76	S'TAX		B*	131.56	
DEC 30 76	S'TAX		B*	23.60	
DEC 30 76	PR'FEE		B*	.50	
DEC 30 76	W'DEED		B*	12.00	* 167.66

This is (unimproved) (improved) property, known as 5520 (House Number) Edmondson Pike (Street), Nashville (P. O. Address:) Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, Lannie L. Boswell and wife, Doris L. Boswell, 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,* except for easement of record in Book 1973, page 483, Register's Office for Davidson County, Tennessee, and notice of condemnation of record in Book 5006, page 435, said Register's Office. Title to that portion of the premises embraced within the bounds of any roads or highways.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Lannie L. Boswell and wife, Doris L. Boswell, 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 Lannie L. Boswell and wife, Doris L. Boswell *hereinafter referred to as trustors, hereby transfer and convey unto* Carmack Cochran *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 full insurable value *or for 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 suit 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 5102 PAGE 91

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 trust 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 21st *day of* December, *19* 76

Knute Arnold
Knute Arnold

Jo Ann Lauria Payne
Jo, Ann Lauria Payne

Sandra Kambourian
Sandra Kambourian

Shirley Douglas Waddle
Shirley Douglas Waddle

Roy L. Hill
Roy L. Hill, Co-administrator

Maudleen Holeman
Maudleen Holeman, Heir-at-law and Co-Admn.

Lannie L. Boswell
Lannie L. Boswell

Doris L. Boswell
Doris L. Boswell

Margaret E. Graves
Margaret E. Graves

Joe Arnold
Joe Arnold

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mrs. June Pulliam, *a Notary Public in and for said County and State,* Roy L. Hill, Co-administrator, and Maudleen Holeman, heir at law and Co-administrator of the Estate of Mary Jo Hill, deceased,

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 *Tennessee, this* 23 *day of* July, *19* 76.

Mrs. June Pulliam *Notary Public*

Commission expires May 3, 1977

DAVIDSON COUNTY, TENN. 1977

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, Mrs June Pillion, *a Notary Public in and for said County and State,* Lannie L. Boswell and wife, Doris L. Boswell

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 21st *day of* December, *19* 76.

Mrs June Pillion *Notary Public*

Commission expires May 2, 1977

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 .....

STATE OF Indiana §
COUNTY OF Bartholomew §

Personally appeared before me, Imogene Stutson, a Notary Public in and for said County and State, Joe Arnold, one of the within named bargainors, 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 _____, this 12 day of November, 1976.

Imogene Stutson
Notary Public

My Commission Expires: 4-14-77

INSTALLMENT DEED

FROM

Roy L. Hill and Maudleen Holeman, Co-administrators of the Estate of Mary Jo Hill, et al

TO

Lannie L. Boswell and wife,

Doris L. Boswell

D 83450

IDENTIFICATION REFERENCE

DEC 30 4 08 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

STATE OF KENTUCKY
COUNTY OF Lemon

Personally appeared before me, Knute Arnold, a Notary Public in and for said County and State, Knute Arnold, one of the within named bargainors, 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 Bonnyfield Ky. this 1st day of Nov., 1976.

My Commission Expires: Sept 10, 1978

Notary Public

STATE OF CALIFORNIA
COUNTY OF Orange

Personally appeared before me, Eleanore G. Pacek, a Notary Public in and for said County and State, Jo Ann Lauria Payne, one of the within named bargainors, 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 Laguna Hills, Ca., this 20th day of September, 1976.

My Commission Expires: 1/7/77

Eleanore G. Pacek
Notary Public

OFFICIAL SEAL
ELEANORE G. PACEK
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Sept. 17, 1977

STATE OF NEW YORK
COUNTY OF [illegible]

Personally appeared before me, [illegible], a Notary Public in and for said County and State, Sandra Kambourian, one of the within named bargainors, 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 [illegible], this [illegible] day of [illegible], 1976.

My Commission Expires: [illegible]

Notary Public

PATRICIA M. CARVELL
Notary Public, State of New York
No. 30-4507298
Qualified in Nassau County
Commission expires March 30, 19[illegible]

STATE OF MISSISSIPPI
COUNTY OF [illegible]

Personally appeared before me, [illegible], a Notary Public in and for said County and State, Shirley Douglas Waddle, one of the within named bargainors, 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 [illegible], this [illegible] day of [illegible], 1976.

My Commission Expires: [illegible]

Notary Public

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STATE OF Florida
COUNTY OF Brevard

Personally appeared before me, Margaret E Graves a Notary Public in and for the said County and State, Margaret E. Graves, one of the within named bargainors, 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 Dania, Fla, this 4th day of October, 1976.

My Commission Expires: _____

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 16 1980
BONDED THRU GENERAL INS. UNDERWRITERS.

