Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Lee Hampton (NAME)	Same (NAME)	Map 154
Pin Hook Road Box 39 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 94
Nashville Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	20-33360

FOR AND IN CONSIDERATION of the sum of Eleven Thousand Five Hundred and No/100 ($11,500.00)------------------------------------ *Dollars,*

of which No Dollars ($0.00)-- *Dollars, has been paid in cash,*

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX *and for the remainder* Eleven Thousand Five Hundred and No/100 ($11,500.00)------------------------------------ *Dollars,*

David Lee Hampton *ha*s executed a promissory note of even date. Said note is payable to the order of Robert H. Hampton and wife, Bessie S. Hampton, in the principal sum of $11,500.00. Said note is payable in monthly installments of $121.35 each, including interest at the rate of 7½% per annum on the unpaid principal balance. First payment of $121.35 is due and payable on July 1, 1977, and thereafter on or before the first day of each succeeding month a like amount is due and payable until paid in full. Said note is payable in 144 equal monthly installments.

This Instrument was Prepared by Dewey W. Pedigo
of the Law Firm Pedigo & Saindon, 301 Stahlman
Bldg., Nashville, TN 37201

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,

we, Robert H. Hampton and wife, Bessie S. Hampton,

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

David Lee Hampton, his

XXXXXXXXX *heirs and assigns,*

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

Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, October 21, 1949, and more particularly described as follows:

Beginning at a railroad spike in the center of Pin Hook Road, the southwest corner of the land now owned by Daniel E. Taylor and wife, and the southeast corner of the Tune lands now owned by Whiteside; thence south 83° 30' east 210 feet to another railroad spike; thence north 4° -05 east 630 feet to a hickory and cedar pointers; thence north 83° 30' west to a point in the dividing line between the Taylor land and the Tune land; thence south 4°-05 west 630 feet to the beginning point in the center of Pin Hook Road.

Being the same property conveyed to Robert H. Hampton and wife, Bessie S. Hampton, by deed from Nancy Ann McCain, unmarried, of record in Book 5152, page 107, Register's Office for Davidson County, Tennessee.

At the present time there is a first mortgage on said property to secure a note in the principal amount of $9,149.40, said deed of trust being of record in Book 5153, page 990, Register's Office for Davidson County, Tennessee. The grantors, Robert H. Hampton and wife, Bessie S. Hampton, shall pay said

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $11,500.00

Subscribed and sworn to before me, this the 21 day of June 1977

X ____________ Affiant

My commission expires: 02-03-81 (Affix Seal)

James D. Barfield
Notary Public

NOTARY PUBLIC ... OF TENN.

indebtedness and are still entirely responsible for said indebtedness hereinbefore described. It is agreed that David Lee Hampton has not become liable for and does not directly, indirectly, expressly, or impliedly become liable for or assumes any indebtedness for or under said deed of trust, or any obligations in connection therewith by way of indemnity or otherwise, to the grantors or the mortgagee of said deed of trust, or to anyone else, for the principal, interest, or any other sums payable or to become payable under, or by reason of, the said mortgage or any obligations or undertakings in connection therewith, except David Lee Hampton agrees to provide a fire insurance policy to protect the buildings on said property and agrees to make the holder of said indebtedness a beneficiary in the event of a fire or loss under said policy. That is, the Nashville City Bank and Trust Company shall be the first mortgage holder on said fire insurance policy and Robert H. Hampton and wife, Bessie S. Hampton, shall be shown as the second mortgage holder on said fire insurance policy, and each shall receive from any loss sustained any and all interest that they may have in said loss.

Upon the full payment of the consideration herein, Robert H. Hampton and wife, Bessie S. Hampton, will secure a release of the property herein conveyed from the lien as evidenced by said instrument of record in Book 5153, page 990, Register's Office for Davidson County, Tennessee.

It is agreed by all parties hereto that the consideration described in this instrument shall not be assumed by other parties without written approval of the holder of said note, and in the event the above described property is sold or conveyed, then at the option of the holder of said indebtedness the entire indebtedness shall become due and payble.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David Lee Hampton, his ~~XXXXXXXXXX~~ *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 noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* David Lee Hampton, his ~~XXXXXXXX~~, *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 David Lee Hampton, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 $....., or at least 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 court to prove the above indebtedness, all the costs and

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.

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 trusts 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 20th *day of* June, *1977*

Robert H. Hampton

Bessie S. Hampton

David Lee Hampton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James D. Barfield, *a Notary Public in and for said County and State,* Robert H. Hampton and wife, Bessie S. Hampton, and David Lee Hampton, *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* 20th *day of* June, *19*77.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

James D. Barfield *Notary Public*

Commission expires 02-03-81

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named 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 }

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.....

JUN22'77	CONV	11,500.00			
JUN22'77	MORT'G	11,500.00			
JUN22'77	S'TAX		B*	29.90	
JUN22'77	S'TAX		B*	9.50	
JUN22'77	PR'FEE		B*	.50	
JUN22'77	W'DEED		B*	8.00	* 47.90

INSTALLMENT DEED

FROM

ROBERT H. HAMPTON, ET UX

TO

DAVID LEE HAMPTON

E 10467

IDENTIF. REFERENCE

JUN 22 11 21 AM '77

FELI... REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDIGO & SAINDON