Installment Deed

BOOK 5162 PAGE 949

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr & Mrs. Marvin Pedersen		8D-45220
Mr. William E. Wahl 7719 Sawyer Brown Road	(NAME:)	128-30 8D-45226
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37205	(STREET ADDRESS)	127-116 8D-45227
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	128-109

FOR AND IN CONSIDERATION of the sum of Eighteen Thousand and 00/100 (18,000.00)---------- *Dollars,*

of which Five Thousand Two Hundred & 00/100 (5,200.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Twelve Thousand Eight Hundred and 00/100 (12,800.00)---------- *Dollars,*

Marvin Pedersen and wife, Nina Pedersen, and William E. Wahl,

have executed

their joint promissory note of even date herewith, payable to the order of Fannie J. Francis in monthly payments of $162.16 each; first of said monthly payments shall be due on July 1, 1977, and on the like day of each succeeding month until said note is paid in full. Payments as made shall be applied first to interest to date at the rate of 9 per cent per annum, and balance to principal;

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, FANNIE J. FRANCIS,

have this day bargained and sold, and do hereby transfer and convey unto the said MARVIN PEDERSEN and wife, NINA PEDERSEN, a one-half undivided interest, and WILLIAM E. WAHL, a one-half undivided interest, their *(successors), heirs and assigns,*

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

Being three tracts of land in said County, described as follows:

TRACT NO. 7

Beginning at spike in the center of Sawyer Brown Road at the northeast corner of the property conveyed to James E. Green and wife, by deed from C. E. Francis and wife, of record in Book 4404, page 83, said Register's Office, being the corner of Tracts 7 an 8; thence with the line between said tracts North 74° 58' West 797.78 feet to an iron pin in the easterly right-of-way of Interstate I-40; thence with the same North 17° 36' East 162.60 feet to an iron pin in the corner of Tracts 7 and 6; thence with the line between said tracts South 74° 59' East 799.71 feet to a spike in the center of Sawyer Brown Road; thence with the same South 18° 16' West 163.0 feet to the beginning.

Being part of the property conveyed to C. E. Francis and wife, Fannie J. Francis, by deed from Earl S. Turman, et ux, of record in Book 2101, page 46, Register's O fice for said County; the said C. E. Francis having since died.

TRACT NO. 9

Land in the 8th Civil District of said County, being part of a 112-1/2 Acre tract as shown on the Plan of record in Plan Book 2, page 165,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,000.00

Affiant

Subscribed and sworn to before me, this the 10 day of June 19 77

My commission expires 12-24-77

(Affix Seal)

Notary Public

Chancery Court at Nashville and being shown as Tract 9 on a survey made by Wayne S. Cooper, Sr., Surveyor, April 17, 1968, as follows:

BEGINNING at a spike in the center of Sawyer Brown Road at the southeast corner of the property onveyed to James E. Green, et ux, by deed from C. E. Francis, et ux, of record in Book 4404, page 83, Register's Office for aid County, being the corner of Tracts 8 and 9; thence with the line between said two tracts north 74° 56' west 799.18 feet to an iron pin in the easterly right-of-way of Interstate I-40; thence with said right-of-way south 17° 36' west 163.3 feet to the corner of Tracts 9 and 10; thence with the line between said two tracts south 74° 59' east 821.19 feet to the center of Sawyer Brown Road; thence with the center of said Road north 9° 52' east 163 feet to the beginning.

Being the same property conveyed to C. E. Francis, et ux, by deed of record in Book 4855, page 254, said Register's Office; the said C. E. Francis having since died.

TRACT 10

A tract of land in 8th Civil District of said County, described according to survey dated April 17, 1968, as follows:

BEGINNING at a spike in the center of Sawyer Brown Road at the corner of Tracts 9 an 10; thence with the center of said road South 9° 52' West 115.7 feet to a spike and continuing with said road South 1° 36' West 47.3 feet to a spike the corner of Tracts 10 and 11; thence with the line between said tracts North 86° 24' West 871.5 feet to an iron pin in the easterly right-of-way of Interstate I-40; thence with the same North 17° 36' East 334 feet to an iron pin the corner of Tracts 9 and 10; thence with the line between said tracts South 74° 59' East 821.9 feet to the beginning.

Being part of property conveyed to C. E. Francis, et ux, by deed of record in Book 2101, page 46, Register's Office for said County; the said C. E. Francis having since died.

This is { } unimproved { } improved property, known as Sawyers Brown Road, Nashville, TN
(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 Marvin Pedersen and wife, Nina Pedersen, and William E. Wahl, their *(successors), 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.* Taxes for 1977 to be pro rated and assumed by Grantees.

JUN 23 77	CONV	18,000.00			
JUN 23 77	MORT'G	12,800.00			
JUN 23 77	S'TAX		B*	46.80	
JUN 23 77	S'TAX		B*	10.80	
JUN 23 77	PR'FEE		B*	.50	
JUN 23 77	W'DEED		B*	6.00	* 64.10

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, 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 Marvin Pedersen and wife, Nina Pedersen, and William E. Wahl, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *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 $ insurable/value*, 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

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 5162 PAGE 951

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 10th day of June *, 19* 77

Mail to:

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
Home Federal Tower, 8th Floor
Nashville, TN 37219

Fannie J. Francis

Fannie J. Francis

Marvin Pedersen

Marvin Pedersen

Nina Pedersen

Nina Pedersen

William E. Wahl

William E. Wahl

10698

IDENTIF. REFERENCE

JUN 23 9 41 AM '77

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller *, a Notary Public in and for said County and State,* Fannie J. Francis, Marvin Pedersen, Nina Pedersen, and William E. Wahl, *the within named 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* 10th *day of* June *, 1977.*

Eunice Miller *Notary Public*

Commission expires 10-29-77