DO NOT REMOVE

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES R. EVERETT, JR.,	same mail	
ET AL (NAME:)	Suite 109 (NAME:)	34-6-25
1303 Gallatin Road, North (STREET ADDRESS OR ROUTE NUMBER)	223 Madison Street (STREET ADDRESS)	
Madison, Tennessee 37115 (CITY) (P. O. ZONE) (STATE)	Madison, Tennessee 37115 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE THOUSAND AND NO/100------

----------($75,000.00) *Dollars,*

of which TWENTY-ONE THOUSAND AND NO/100----------

----------($21,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY-FOUR THOUSAND AND NO/100

----------($54,000.00) *Dollars,*

JAMES R. EVERETT, JR., JAMES R. McKINNEY, HUBERT L. BAKER, and ROBERT D. McCLENDON *have executed*

an Installment Deed note to secure to ARTHUR MATTHEWS and wife, IRENE MATTHEWS, and ANNA LOU LOVE the payment of one note of even date herewith in the original principal amount of $54,000.00, payable in five (5) annual installments of $10,800.00 each plus interest at the rate of 8% per annum on the unpaid balance, with the first annual installment being due one year from the date of deed and the remaining four (4) annual installments due each succeeding year thereafter,

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, ARTHUR MATTHEWS and wife, IRENE MATTHEWS, and ANNA LOU LOVE

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES R. EVERETT, JR., JAMES R. McKINNEY, HUBERT L. BAKER, and ROBERT D. McCLENDON, their

(successors), heirs and assigns,

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

Land in the 10th Civil District of Davidson County, Tennessee, near Edgefield Junction, described according to a survey by Ralph W. C. Lambert, surveyor, dated June 18, 1977, as follows:

Beginning at a point in the northeasterly margin of Myatt Drive, formerly Edgefield Junction Road, said point being 256.4 feet more or less, southeasterly from the centerline of Spring Branch Drive, said point also being the southwesterly corner of the property conveyed to James R. Everett, Jr., Trustee, by Georgia M. Lyons, Grantor, by installment deed of record in Book 4754, page 222, Register's Office for said County; thence with said Trustee's Line for the next three calls; N 51° 15' E 205.2 feet to an iron pin, S 38° 15' E 58.1 feet to an iron pin, and N 51° 15' E (Passing an iron pin at 220.5 feet) 230.5 feet to a point in the centerline of a creek; thence downstream with the meanders of said creek S 63° 43' 59" E 95.98 feet to a point and S 57° 54' 58" E 155.62 feet to a point in the centerline of said creek, being the northeasterly corner of the property conveyed from Isaac Fite, et ux, to James H. Craft by deed of record in Book 4760, page 700, said Register's Office; thence leaving said creek and with said Craft's northwesterly line S 51° 36' 46" W 499.69 feet to an iron pin in the northeasterly margin of said Myatt drive; thence with the

(cont'd)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 75,000.00

Subscribed and sworn to before me, this the 20th day of JUNE 19 77

Affiant

My commission expires: 4-25-81

(Affix Seal)

Notary Public

northeasterly margin of said Myatt Drive N 44° 07' W 290.2 feet to the beginning, 2.764 acres more or less.

Included but excluded in the above described property is 1/8 acre reserved where a graveyard is now located together with a reserved right-of-way to said graveyard.

Being property devised to Arthur Matthews and Anna Lou Love by Will of William Reed, deceased of record in Will Book 105, page 634, Probate Court for Davidson County, Tennessee.

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 JAMES R. EVERETT, JR., JAMES R. McKINNEY, HUBERT L. BAKER, and ROBERT D. McCLENDON, 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 as set out above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* JAMES R. EVERETT, JR., JAMES R. McKINNEY, HUBERT L. BAKER, and ROBERT D. McCLENDON, 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 JAMES R. EVERETT, JR., JAMES R. McKINNEY, HUBERT L. BAKER, and ROBERT D. McCLENDON *hereinafter referred to as trustors, hereby transfer and convey unto* J. F. McCLELLAN, *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.

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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 28 *day of* JUNE, *19* 77

Arthur Matthews

Irene P. Matthews

Anna Lou Love

James R. Everett Jr.

James R. McKinney

Hubert L. Baker

Robert D. McClendon

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* ~~ARTHUR MATTHEWS, IRENE P. MATTHEWS, ANNA LOU LOVE~~, JAMES R. EVERETT, JR., JAMES R. McKINNEY, HUBERT L. BAKER, and ROBERT D. McCLENDON

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 Madison, *Tennessee, this* 28 *day of* JUNE, *19* 77

CINDY LEE SIMS NOTARY PUBLIC DAVIDSON COUNTY

Notary Public

Commission expires November 5, 1979

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* ARTHUR MATTHEWS and wife, IRENE MATTHEWS, and ANNA LOU LOVE *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 Madison, Tennessee, *this* 28th *day of* June, 1977.

Charles P. Cron *Notary Public*

Commission expires 11-7-79

CHARLES P. CRON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 .....

THIS INSTRUMENT WAS PREPARED BY
McKINNEY and EVERETT
ATTORNEYS AT LAW
Suite One 1303 Gallatin Road, North
Madison, Tennessee 37115

INSTALLMENT DEED

FROM

ARTHUR MATTHEWS, ET UX,

and ANNA LOU LOVE

TO

JAMES R. EVERETT, JR.,

JAMES R. McKINNEY, HUBERT L.

BAKER, and ROBERT D. McCLENDON

JUN29'77	CONV	75,000.00			
JUN29'77	MORT'G	54,000.00			
JUN29'77	S'TAX		B*	195.00	
JUN29'77	S'TAX		B*	52.00	
JUN29'77	PR'FEE		B*	.50	
JUN29'77	W'DEED		B*	8.00	* 255.50

E 11768

IDENTIF. REFERENCE

JUN 29 11 42 AM '77

FEE ... REGISTER
DAVIDSON COUNTY, TENN.

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