Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Charles C. Blackwell	CHARLES C. BLACKWELL	Map 150
(NAME) 942 Woodland St.	(NAME) 942 Woodland ST	Pal 116
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tn. 37206	(STREET ADDRESS) Nashville TN 37206	20-25550
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty Thousand and No/100----------
----------($80,000.00----------*Dollars,*

of which Twenty Thousand and No/100 ($20,000.00)----------
----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty Thousand and No/100----
----------($60,000.00)----------*Dollars,*

J. Houston Hare and Charles Blackwell *have executed* an installment deed note of even date in the principal amount of $60,000.00 payable to the order of Rosemary Harden, Modine Harden McCalib, Harold Harden and Charles Harden in 6 annual installments of $10,000.00 each, plus interest at the rate of 7% per annum on the unpaid balance. First installment plus interest due and payable 1 year from even date and on same day of each succeeding year until entire amount, both principal and interest, has been paid in full. The ownership of the note herein described is as follows: 2/5 interest to Rosemary Harden, 1/5 interest to Modine Harden McCalib, 1/5 interest to Harold Harden and 1/5 interest to Charles Harden.

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

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, Rosemary Harden, Modine Harden McCalib, Harold Harden and Charles Harden,

have this day bargained and sold, and do hereby transfer and convey unto the said J. Houston Hare and Charles Blackwell, their (successors), heirs and assigns,

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

FEE $ REGISTER DAVIDSON COUNTY, TENN. JUL 12 11 59 AM '77 IDENTIFICATION REFERENCE

E 15871

Land lying and being in the 2nd Civil District of Davidson County, Tennessee, and described according to an unrecorded survey made by Elbert F. Luther, Jr., June 10, 1977, as follows, to wit:

Beginning at an iron pin in the northerly right of way of Murfreesboro Road, same being the southwest corner of the Hamilton Methodist Church and the northwest corner of the herein described property; thence along the right of way of Murfreesboro Road south 46° 30' west 258.5 feet to a concrete monument; thence continuing along the northerly margin of the right of way of Murfreesboro Road south 46° 30' west 755.0 feet to an iron pin; thence north 82° 30' east 403.5 feet to a cherry snag; thence north 5° 15' east 1098.5 feet to an iron pin in the center line of Hamilton Church Road; thence with the center line of Hamilton Church Road north 86° 45' west 245.6 feet to an iron pin; thence leaving Hamilton Church Road south 3° 18' west 529.8 feet to an iron pin; thence north 86° 45' west 561.86 feet to an iron pin; thence north 3° 47' east 338.5 feet to a point; thence north 87° 30' west 120.5 feet to a point; thence south 44° 00' west 95.0 feet to a point; thence south 40° 45' west 341.0 feet to the point of beginning.

(Continued)

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this Transfer is $ LARCEDE

Subscribed and sworn to before me, this the 15 day of June, 1977

Affiant

My commission expires: Nov. 12, 1980 (Affix Seal)

Notary Public

Being part of the property conveyed to J. F. Harden and wife, Geneva Bell Harden, by deed from H. A. Reynolds and wife, Rachel M. Reynolds, as of record in Book 1323, page 93, Register's Office for Davidson County, Tennessee. The said J. F. Harden and wife, Geneva Bell Harden, having since died. J. F. Harden predeceased his wife, Geneva Bell Harden. Geneva Bell Harden and Jennie B. Harden is one and the same person. Under will of Jennie B. Harden of record in Will Book 113, page 683, County Court Clerk's Office Davidson County, Tennessee, said property was devised as follows: a 2/5 undivided interest to Rosemary Harden, a 1/5 undivided interest to Modine Harden McCalib, a 1/5 undivided interest to Harold Harden, and a 1/5 undivided interest to Charles Harden.

It is agreed by all parties hereto that the holder of said note will release the lien herein retained on the property fronting Hamilton Church Road for $2500.00 per acre or the net amount of sale if property is sold, whichever is greater. Said property shall not exceed 5 acres.

It is further agreed by all parties hereto that the holder of said note will execute a partial release on the property fronting Murfreesboro Road upon the payment of $100.00 per front foot, which shall extend to the rear of the property.

JUL 22 77	CONV	80,000.00			
JUL 22 77	MORT'G	60,000.00			
JUL 22 77	S'TAX		B* 208.00		
JUL 22 77	S'TAX		B* 58.00		
JUL 22 77	PR'FEE		B* .50		
JUL 22 77	W'DEED		B* 6.00	*	272.50

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 J. Houston Hare and Charles Blackwell, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. Houston Hare and Charles Blackwell, 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 J. Houston Hare and Charles Blackwell, *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

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 15 *day of* July, *19* 77

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IDENTITY REFERENCE

JUL 22 11 30 AM '77

REGISTER'S OFFICE DAVIDSON COUNTY

Charles Blackwell

J. Houston Hare

Rosemary Harden

Modine Harden McCalib

Harold Harden — Harold Lee Harden Sr.

Charles Harden — C. T. Harden

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, R. W. CRAVENS, *a Notary Public in and for said County and State,* Rosemary Harden, Modine Harden McCalib, Harold Harden and Charles Harden, and J. Houston Hare and Charles Blackwell, *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* 15 *day of* July, *19* 77

R. W. CRAVENS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

R W Cravens
Notary Public

Commission expires April 12, 1980