Installment Deed

BOOK 5198 PAGE 377

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Samuel E. Hester	Same	63-66
(NAME:) 1605 Elliston Place	(NAME:)	11D-83940
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory, TN 37138	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty Thousand & 00/100 ($150,000.00) ---------- *Dollars,* *of which* Seventy Thousand & 00/100 ($70,000.00) ---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eighty Thousand & 00/100 ($80,000.00) ---------- *Dollars,* Samuel E. Hester and wife, Peggy Brinkley Hester, *have executed* their promissory note of even date herewith bearing interest at the rate of seven per cent (7%) per annum, and providing for payment of principal and interest in 120 consecutive monthly installments, commencing October 15, 1977, the first 119 of which shall be in the sum of $620.24 and the 120th payment on September 15, 1987, shall be for the entire balance of said principal and accrued interest,

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, JULIAN C. GANT and wife, ANITA D. GANT, *have this day bargained and sold, and do hereby transfer and convey unto the said* grantees, SAMUEL E. HESTER and wife, PEGGY BRINKLEY HESTER, their ---------- *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in the 11th, formerly 19th Civil District of Davidson County, Tennessee, described according to a copy of a survey thereof made by Harvey Gee, Surveyor, May 17, 1948.

Beginning at a point in the center of Hudson Road, 658.6 feet southerly from the southeast corner of said Hudson Road and Nawakwa Trail, said point being also the southwest corner of a 13.1 acre tract of land shown on said survey; thence with the southern boundary line of said 13.1 acre tract, North 73° 44' East 2720.6 feet to an iron pin in the western boundary line of a 21.9 acre tract of land shown on said survey; thence with the western boundary line of said 21.9 acre tract South 28° 59' East 170 feet to a fence post; South 37° 20' East 210.3 feet to a fence post; thence South 39° 31' East 273.5 feet to an 8-inch walnut; South 20° 50' East 65.6 feet to a point; South 42° 51' East 26.1 feet to an 18-inch oak and South 40° 48' East 178.9 feet to a fence corner; thence South 81° 42' West 269.5 feet to a point; thence South 82° 24' West 2709.8 feet to a point in the center of Hudson Road; thence with the center of said Road, North 28° 04' West 430.1 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $150,000.00

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

My commission expires: 7-1-79

(Affix Seal)

Affiant

Notary Public

This instrument was prepared by Rebecca Thomas, Attorney
300 James Robertson Parkway, Nashville, Tennessee 37201

Being the same property conveyed to Julian C. Gant and wife, Anita D. Gant, by deed from Richard G. Williams and wife, Alma Williams, of record in Book 4751, page 778, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 1737 Hudson Road, Madison, TN 37115
(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 Samuel E. Hester and wife, Peggy Brinkley Hester, 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* Samuel E. Hester and wife, Peggy Brinkley Hester, 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 Samuel E. Hester and wife, Peggy Brinkley Hester, *hereinafter referred to as trustors, hereby transfer and convey unto* Rebecca Thomas, *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 $ 80,000.00 *, 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.

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 6th day of September, 19 77

Julian C. Gant

Julian C. Gant

Anita D. Gant

Anita D. Gant

Samuel E. Hester

Samuel E. Hester

Peggy Brinkley Hester

Peggy Brinkley Hester

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rebecca Thomas, a Notary Public in and for said County and State, Julian C. Gant and wife, Anita D. Gant,

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 19th day of September, 19 77

Rebecca Thomas
Notary Public

Commission expires 7-1-79

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*.....

SEP 19 77	CONV	90,000.00			
SEP 19 77	CONV	60,000.00			
SEP 19 77	MORT'G	80,000.00			
SEP 19 77	S'TAX		B*	390.00	
SEP 19 77	S'TAX		B*	78.00	
SEP 19 77	PR'FEE		B*	.50	
SEP 19 77	W'DEED		B*	8.00	* 476.50

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.....

NORTHERN IRELAND)
_____)

Notary Public

Personally appeared before me, the undersigned ~~consular officer~~ of the United States, accredited to and acting within Northern Ireland, the within named Samuel E. Hester and wife, Peggy Brinkley Hester, to me known to be two of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal, at office, this 6th day of September, 1977.

A.O McCrea

11, CASTLE STREET
LONDONDERRY
SOLICITOR

(Signature and official title of officer taking acknowledgment.)

INSTALLMENT DEED

FROM
JULIAN C. GANT, ET UX

TO
SAMUEL E. HESTER, ET UX

E 26730

IDENTIF. REFERENCE

SEP 19 3 38 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

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