THIS INSTRUMENT PREPARED BY:
DOBSON AND JOHNSON, INC.
311 PLUS PARK BOULEVARD
NASHVILLE, TENNESSEE 37217

Installment Deed

BOOK 5211 PAGE 644

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
CHARLES A. BURDESHAW	CHARLES A. BURDESHAW	54-14
(NAME:) Lot 95, Rising Sun	(NAME:) 105 BONNABROOK DRIVE	33
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory, Tennessee	(STREET ADDRESS) HERMITAGE, TENNESSEE	4D-27518
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $7,000.00----------
----------SEVEN THOUSAND AND NO/100----------Dollars,
of which $1,000.00----------
----------ONE THOUSAND AND NO/100----------Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder $6,000.00----------
----------SIX THOUSAND AND NO/100----------Dollars,

CHARLES A. BURDESHAW and wife, ROSEMARY B. BURDESHAW have executed their promissory note of even date herewith, a payment in the amount of $1,000.00 to be paid on November 15, 1977, and the balance of $5,000.00 plus interest at the rate of 8 1/2% , payable in 60 equal consecutive monthly installments of $102.59. The first installment shall be due and payable on the 15th day of December, 1977.

OCT 1977 CONV *7,000.00
OCT 1977 MORT'G *6,000.00
OCT 1977 S'TAX B* 18.20
OCT 1977 S'TAX B* 4.00

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, JAMES P. HOOTEN and wife, DOTT T. HOOTEN

OCT 1977 W'DEED B* 4.00 * 26.70

have this day bargained and sold, and do hereby transfer and convey unto the said CHARLES A. BURDESHAW and wife, ROSEMARY B. BURDESHAW their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot #95 on the Plan of Brandywine Farms, Section II, as of record in Book 3700, page 28, Register's Office for Davidson County, Tennessee.

Said Lot #95 fronts 128 feet on the northeasterly side of Rising Sun Lane and extends back 328.9 feet on the northwesterly line and 313.9 feet on the southeasterly line, to a line in the rear on which it measures 114.5 feet.

Being part of the same property conveyed to James P. Hooten and wife, Dott T. Hooten by deed from W. Brandon Lewis, Jr. and wife Dawn H. of record in Book 4421, page 36, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 7,000.00

Subscribed and sworn to before me, this the 14th day of October 1977

Janet Rogers Affiant

My commission expires: March 2 1981 (Affix Seal)

Shirley Robson Notary Public

SHIRLEY ROBSON NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

This is unimproved (X) improved ( ) property, known as Lot #95 Rising Sun Lane (House Number) (Street) Old Hickory, Tennessee 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 Charles A. Burdeshaw and wife, Rosemary B. Burdeshaw 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 CHARLES A. BURDESHAW and wife, ROSEMARY B. BURDESHAW 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 CHARLES A. BURDESHAW and wife, ROSEMARY B. BURDESHAW hereinafter referred to as trustors, hereby transfer and convey unto _____, 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 $ N/A, 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.

POST THE CAP

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 Registers 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.

Witness our hand s this 7th day of October 19 77 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

X Charles A. Burdeshaw
Charles A. Burdeshaw

X James P. Hooten
James P. Hooten

X Rosemary B. Burdeshaw
Rosemary B. Burdeshaw

X Dott T. Hooten
Dott T. Hooten

STATE OF ~~TENNESSEE~~ North Carolina
COUNTY OF ~~DAVIDSON~~ New Hanover

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* JAMES P. HOOTEN AND WIFE, DOTT T. HOOTEN

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 Wilmington *this* 7 *day of* October, 19 77

Barbara D Lewis
Notary Public

Commission expires March 14, 1982

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Charles A. Burdeshaw and wife, Rosemary B. Burdeshaw

the 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 14th day of October, 19 77.

My commission expires March 2, 1981 Notary Public Shirley Robson

INSTALLMENT DEED

FROM

TO

31859

IDENTIF. REFERENCE

Oct 19 11 18 AM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208