THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney at Law,
223 Madison Street
Madison, TN 37115

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILL TO:	MAP-PARCEL NUMBERS
JOHNNY EDMOND HALE, ET UX	Same	43-12
(NAME) 136 Eagan Circle	(NAME) BOOK 5254 PAGE 912	44 + 46
(STREET ADDRESS OR ROUTE NUMBER) Madison Tenn 37115	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------Fifteen Thousand and No/100 ----------($15,000.00)----------*Dollars,* *of which* One Thousand and No/100----------($1,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Fourteen Thousand and No/100 ----------($14,000.00)----------*Dollars,*

JOHNNY EDMOND HALE AND WIFE, PATRICIA J. HALE *have executed* a note of even date, in the principal amount of $14,000.00, payable at the rate of $142.34 per month with interest at 9-1/2% per annum, beginning March 1, 1978 for a period of 120 months, at which time the full balance due and owing, together with interest at the rate of 9-1/2% per annum shall be paid in full.

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 ALLEN HALE AND WIFE, RUBY HALE, hereinafter referred to as Grantors

have this day bargained and sold, and do hereby transfer and convey unto the said

JOHNNY EDMOND HALE AND WIFE, PATRICIA J. HALE, hereinafter referred to as Grantees, their *(successors), heirs and assigns,*

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

Tract No. 1: Being Lot No. 19 of Block "A" on the Revised Plan of Myatt-Eagan Subdivision of Lot No. 8 and the westerly part of Lot No. 9 of Anderson Estates, as of record in Book 1424, page 107, Register's Office for said County. Said Lot No. 19 fronts 55 feet on the easterly side of Eagan Circle and runs back 84.6 feet on the northerly line, and 94.9 feet on the southerly line, to a dead line, measuring 55 feet, more or less, thereon.

Tract No. 2: Being part of Lot No. 9 on the plan of the Anderson Estates, as of record in Book 1130, page 37, Register's Office for said County, being Lot No. 23 of Block "A" on the preliminary plan of Myatt-Eagan Subdivision of the west part of said Lot No. 9, not of record, described according to a survey made by Harvey Gee, Surveyor, August, 1947, as follows: Beginning at a point on the south-westerly margin of Vandiver Drive, 811.4 feet, more or less, north-westerly from the northwest corner of said Vandiver Drive and Old Hickory Boulevard, said point being also the northeast corner of Lot No. 24 on said plan; thence with the southwesterly margin of said Vandiver Drive, N 37° 02' W 50 feet to the southeast corner of Lot No. 20; thence with the line between said Lots Nos. 20 and 23, southwestwardly 88.9 feet to the corner of Lots Nos. 19 and 23; thence with the line between said lots Nos. 19 and 23, southeastwardly 51.2

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $15,000.00

Subscribed and sworn to before me, this the 17 day of Feb 19 78

Johnny Hale
Affiant

My commission expires: 9-12-78
(Affix Seal)

Notary Public

feet to the common corner of Lots Nos. 18, 19, 23 and 24; thence with the line between said Lots Nos. 23 and 24, northeastwardly 100.9 feet to the beginning.

Being the same property conveyed to James Allen Hale and wife, Ruby Hale, by deed from Robert Donald Butterworth and wife, Marjorie Marie Butterworth, of record in Book 3911, page 229, Register's Office 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 grantees, 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 appears of record.

We *further covenant and bind* ourselves, our *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 JOHNNY EDMOND HALE AND WIFE, PATRICIA J. HALE, *hereinafter referred to as trustors, hereby transfer and convey unto* G. G. GARRETT, 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*, 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 5254 PAGE 914

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 17 *day of* Feb, *19*78.

James Allen Hale

Ruby Hale

Johnny Edmond Hale

Patricia J. Hale

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* JAMES ALLEN HALE AND WIFE, RUBY HALE, and JOHNNY EDMOND HALE AND WIFE, PATRICIA J. HALE

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 Goodlettsville, *Tennessee, this* 17 *day of* Feb. *19*78.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

Commission expires 9-12-78

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.....

.....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.....

Mail:
Bank of Goodlettsville
Goodlettsville, Tn. 37072

INSTALLMENT DEED

FROM

JAMES ALLEN HALE, ET UX

TO

JOHNNY EDMOND HALE, ET UX

E 5 1 4 0 9

IDENTIF. REFERENCE

FEB 21 1 38 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

FEB21 78	CONV	15,000.00			
FEB21 78	MORT'G	14,000.00			
FEB21 78	S'TAX		B*	39.00	
FEB21 78	S'TAX		B*	12.00	
FEB21 78	PR'FEE		B*	.50	
FEB21 78	W'DEED		B*	8.00	* 59.50

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Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS