This instrument prepared by:
James H. Hill, Atty.
320 Gallatin Rd. South
Madison, Tenn. 37115

Installment Deed

BOOK 5260 PAGE 319

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Ben C. Donnell et ux, (NAME: Anita K. Donnell)	Same (NAME:)	63
322 Shepherd Hills Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 176.2
Madison, TN 37115 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of - - - - - - $26,300.00 - - - - - - - - -

TWENTY-SIX THOUSAND THREE-HUNDRED AND NO/100 - - - - - - - - - - - - *Dollars,*

of which - - - - - - - - - - - - $5,000.00 - - - - - - - - - - - - - - -

FIVE THOUSAND AND NO/100 - - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder - - - - $21,300.00 - - - - - -

TWENTY-ONE THOUSAND AND THREE HUNDRED AND NO/100 - - - - - - - - - *Dollars,*

the grantees *ha*VS *executed*

an installment deed note payable to the grantors, in the principal sum of Twenty-One Thousand Three Hundred and No/100 ($21,300.00) Dollars payable at the rate of 8-1/2 percent interest annually for a period of three (3) years at which time the entire principal amount is due and payable, from the date hereof.

This note cannot be paid prior to three (3) years from date and if paid for any cause the balance, interest and a penalty of fifteen (15%) percent shall be paid by the makers.

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, and which we, Kenneth H. Brown and wife, Norma D. Brown, the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said Ben C. Donnell and wife, Anita K. Donnell, the grantees,

their ~~successors~~, *heirs and assigns,*

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

A tract of land in the 11th, formerly the 19th, Civil District of Davidson County, Tennessee, being a part of C. A. Brown, Sr. (now deceased) property, and described according to a survey made March 22, 1976 by Ralph Lambert & Son, Surveyor, and more particularly described as follows:

BEGINNING at an iron pin in the north right-of-way of Menees Lane, said point being 1720 feet, more or less, from the westerly right-of-way of Hudson Road, said point being the southeast corner of Mrs. Bessie Gee's property; thence with the northerly right-of-way of Menees Lane north 86 deg. 10 min. west 331.12 feet to an iron pin and corner post, said point being Tommy B. Key's southwest corner in the westerly line of the original C. A. Brown property; thence with Key's easterly line North 3 deg. 53 min. 12 sec. East 605.55 feet to a point in a fence line; thence south 83 deg. east 441.53 feet to an iron pin, Milton L. Keith's northwest corner; thence with Keith's westerly line south 2 deg. west 292.06 feet to an iron pin in Keith's westerly line, Bessie Gee's northeast corner; thence with Gee's north line north 86 deg. west 134.0 feet to an iron pin; thence with Gee's westerly line south 1 deg. west 290.0 feet to the point of beginning, containing 5.26 acres, more or less.

Being part of the same property conveyed to Kenneth H. Brown, by deed

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $26,300.00

Affiant

Subscribed and sworn to before me, this the 1st day of March, 1978

My commission expires: 11-17-79
(Affix Seal)

NOTARY PUBLIC LARGE

from Clyde A. Brown, Jr., of record in Book 5013, page 502, Register's Office for Davidson County, Tennessee

MAR-8 78	CONV	26,300.00				
MAR-8 78	MORT'G	21,300.00				
MAR-8 78	S'TAX		B*	68.38		
MAR-8 78	S'TAX		B*	19.30		
MAR-8 78	PR'FEE		B*	.50		
MAR-8 78	W'DEED		B*	6.00	*	94.18

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.*

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, and 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Billy H. Howell, *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 $ 21,300.00, *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 [illegible] or defend the title to, or possession of, said property, or the lien of this instrument, or appear in [illegible] 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 1st *day of* March, *19*78.

Ben C Donnell
Ben C. Donnell

Anita K Donnell
Anita K. Donnell

Kenneth H Brown
Kenneth H. Brown

Norma D Brown
Norma D. Brown

E5380

IDENTIF. REFERENCE
MAR 8 2 35 PM '78
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Ben C. Donnell et ux, Anita K. Donnell and Kenneth H. Brown et ux, Norma D. Brown

*the within named bargainor*S, *with whom I am personally acquainted, and who acknowledged that* they have *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Madison, *Tennessee, this* 1st *day of* March, *19*78.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

Commission expires 11-17-79