Prepared By: King & Barlow
24th Floor
First American Center
Nashville, TN 37238

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Clifford Johnson et al	Same	4-4 — 5-71 KS
(NAME) 140 Scenic View Drive	(NAME) BOOK 5269 PAGE 103	
(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 Twenty-Five Thousand ($25,000.00)----------

----------*Dollars,*

of which Two Thousand ($2,000.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Three Thousand

($23,000.00)----------*Dollars,*

Clifford Johnson and wife, Margaret J. Johnson, and Gerald Ray Johnson *have executed* one note in the amount of $23,000 payable to the order of Richard T. Estes and wife, Fannie Estes. Said $23,000.00 note is payable in monthly installments of $200.00 each, the first monthly installment being due and payable on the 1st day of May, 1978, and a like sum of $200.00 on the 1st day of each and every month thereafter until said indebtedness is paid in full. Said monthly installments of $200.00 each include the payment of principal and interest at the rate of 9% per annum on the unpaid balance.

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, Richard T. Estes and wife, Fannie Estes

have this day bargained and sold, and do hereby transfer and convey unto the said Clifford Johnson and wife, Margaret J. Johnson, a one-half undivided interest, and Gerald Ray Johnson, a one-half undivided interest, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the southerly part of Lot No. 141 on the map of Rayon City, Old Hickory, Tennessee, not of record described according to a survey made by Pete Meyer, Surveyor, February 14, 1946, as follows:

Beginning on the northerly margin of Old Hickory Boulevard, at the southwest corner of the property conveyed to Robert S. Crowder, Jr. by deed from W. M. Tittle and wife, of record in Book 1390, page 195, Register's Office for said County; thence with Crowder's westerly line, northwardly 102.3 feet to the southerly line of the property conveyed to Leonard D. Coble and wife, by deed from W. M. Tittle and wife, of record in Book 1372, page 107, said Register's Office; thence with Coble's southerly line, westwardly 49 feet to the line between lots Nos. 140 and 141; thence with the line between said two lots, southwardly 118 feet to the northerly margin of Old Hickory Boulevard; thence with said Boulevard, eastwardly 50 feet to the beginning.

Being the same property conveyed to Richard T. Estes and wife, Fannie Estes, by deed from Carrie I. Floyd and Lois A. Floyd, of record in Book 2442 M page 305, Register's Office for Davidson County, Tennessee.

THOMAS M. MOORE NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Affiant

Subscribed and sworn to before me, this the 22 day of March, 1978

My commission expires: March 5, 1981 (Affix Seal)

Notary Public

Land in Davidson County, Tennessee, being the southerly part of lot No. 142 on the map of Rayon City, Old Hickory, Tennessee, not of record, described according to a survey made by Pete Meyer, Surveyor, February 14, 1946, as follows:

Beginning at the northwest corner of Old Hickory Boulevard and Peters Avenue; thence with the westerly margin of Peters Avenue, northwardly 80 feet; thence south 66° 30' west 49 feet; thence southwardly 102.3 feet to the northerly margin of said Boulevard; thence with said Boulevard, eastwardly 63.6 feet to the beginning.

Being the same property conveyed to Richard T. Estes and wife, Fannie Estes, by deed from M. R. Estes and wife, Evelyn Estes, of record in Book 1810, page 473, Register's Office for Davidson County, Tennessee.

E.5.7.8.8.L.
T
IDENTIF. REFERENCE
APR 4 11 29 AM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This is unimproved ( ) improved (X) property, known as 400 Bridgeway, (House Number) (Street) Old Hickory, TN 37138 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 Clifford Johnson and wife, Margaret J. Johnson, a one-half undivided interest and Gerald Ray Johnson, a one-half undivided interest, *(successors)*, their *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* Clifford Johnson and wife, Margaret J. Johnson, a one-half undivided interest, and Gerald Ray Johnson, a one-half undivide *(successors), heirs and assigns, against the lawful claims of all persons.* interest, their

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 Clifford Johnson, Margaret J. Johnson and Gerald Ray Johnson *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas Moore, *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:* This note cannot be assumed and it will become due and payable on demand in the event the Grantees herein sell the real estate secured herein.

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.

BOOK 5269 PAGE 105

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 22 *day of* March, *19*78.

CO 25.000.00	MO 23.000.00
WD 6.00	MS
TD	ST 65.00
CC	ST 31.00
MR	PF 50
UCC	TOTAL 92.50

x Richard T. Estes
Richard T. Estes

x Fannie Estes
Fannie Estes

x Clifford Johnson
Clifford Johnson

x Margaret J. Johnson
Margaret J. Johnson

x Gerald Ray Johnson
Gerald Ray Johnson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thomas M. Moore, *a Notary Public in and for said County and State,* Richard T. Estes and wife, Fannie Estes, Clifford Johnson, Margaret J. Johnson, Gerald Ray Johnson,

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 Old Hickory, *Tennessee, this* 22 *day of* March, *19*78.

Thomas M. Moore
Notary Public

THOMAS M. MOORE NOTARY PUBLIC AT LARGE STATE OF TENN

Commission expires March 5, 1981