Installment Deed

BOOK 5290 PAGE 147

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Luther Hoyte Eakes (NAME)	(NAME: Same)	95-4
P.O Box 2407 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	5
Nashville Tenn 37214 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	30Z-40265

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND AND NO/100------

($100,000.00)----------*Dollars,*

of which TWENTY-NINE THOUSAND AND NO/100 ($29,000.00)----------

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

the receipt of which is hereby acknowledged, and for the remainder SEVENTY-ONE THOUSAND AND NO/100

($71,000.00)----------*Dollars,*

Luther Hoyte Eakes

has executed

an installment deed note in the principal amount of $71,000.00 payable to the order of Frances Hargis Rainey. Said note being payable in 120 equal monthly installments of $861.45 each, with the first installment being due and payable June 1, 1978 and thereafter on the same day of each succeeding month a like amount is due and payable until the entire amount, both principal and interest have been paid in full. Said note bears interest at the rate of 8% per annum and interest is included in said installments. Said note may be paid in full at any time without penalty.

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building; Nashville, Tennessee

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,

Frances Hargis Rainey and husband, Horace Rainey, Jr.

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

Luther Hoyte Eakes, his

(successors), heirs and assigns,

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

Land in the Third Civil District of Davidson County, Tennessee, being Lot No. 8 on a plan of record in Book 547, page 132, Register's Office, Davidson County, Tennessee, and being the southeasterly corner of a larger Lot No. 8 on the Map of Bainbridge and Satterfield Subdivision of part of the Nichol Place, as of record in Book 421, page 132, Register's Office for Davidson County, Tennessee.

Beginning at a point in the center of Lebanon Pike and the center of McGavock Lane, being the southeast corner of both of the Lots No. 8 of the above mentioned plans; thence with the center of McGavock Lane north 4° 30' east 153.3 feet to a railroad spike in the southeast corner of Lot No. 9, plan of record in Book 547, page 132; thence north 85° 40' west 127.53 feet to an iron pipe, being the northeast corner of Lot No. 7 on said plan; thence with the easterly line of Lot No. 7 south 40' west 188 feet to the center of Lebanon Pike; thence with the center of said pike north 79° 10' east 132.6 feet to the point of beginning.

Continued.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 29,000.00

Affiant

Subscribed and sworn to before me, this the 25 day of May, 1978

My commission expires: 11-12-78 (Affix Seal)

Notary Public

DEWEY W. PEDIGO NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Being the same property devised to Frances Hargis Rainey and as the heir at law of Paul D. Hargis, deceased, by ancillary will of Alice H. Wagenbach of record in Book 115, page 260, County Court Clerk's Office for Davidson County, Tennessee. The said Paul D. Hargis died testate, leaving a will of record in Will Book 110, page 516, County Court Clerk's Office for Davidson County, Tennessee. In said will, the trust provided for was duly declined by the beneficiaries as per their statement in the file, Rule No. 60120, County Court Clerk's Office for said County. For the source of title to the said Paul D. Hargis, deceased, see the following book references: Book 699, page 809; Book 731, page 672; Book 1517, page 599 and Book 3310, page 147, Register's Office for Davidson County, Tennessee.

The above described property is conveyed subject to the lease to The American Oil Company, as of record in Book 4064, page 460, Register's Office for Davidson County, Tennessee; to an easement to Metropolitan Government of record in Book 4286, page 882, Register's Office for Davidson County, Tennessee and to an easement for ingress and egress granted to L. Hoyte Eakes, as of record in Book 5201, page 128, Register's Office for Davidson County, Tennessee.

I, Jane B. Eakes, wife of Luther Hoyte Eakes joins in the execution of this instrument for the purpose of conveying to the trustee herein named any and all interest that I may have in said property but no further or otherwise.

Grantors warrants there is no alley or easement for ingress of egress on the rear of the above described property other than the easement shown above of record in Book 5201, page 128 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 Luther Hoyte Eakes, his ~~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 herein noted and 1978 property taxes which has been pro-rated and shall be paid by the purchaser.

MAY25 78	CONV	90,000.00			
MAY25 78	CONV	10,000.00			
MAY25 78	MORT'G	71,000.00			
MAY25 78	S'TAX		B*	260.00	
MAY25 78	S'TAX		B*	69.00	
MAY25 78	PR'FEE		B*	.50	
MAY25 78	W'DEED		B*	6.00	* 335.50

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Luther Hoyte Eakes, his ~~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 Luther Hoyte Eakes *hereinafter referred to as trustors, hereby transfer and convey unto* Carl Langschmidt, 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 $....., 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 25th *day of* May, *19* 78.

E 6 7 4 1 5

IDENTIF. REFERENCE

MAY 25 2 42 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Frances Hargis Rainey

Horace Rainey Jr.

Luther Hoyte Eakes

Jane B. Eakes

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Delvey W. Pedigo, *a Notary Public in and for said County and State,* Frances Hargis Rainey and husband, Horace Rainey, Jr. and Luther Hoyte Eakes and wife, Jane B. Eakes

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* 25 *day of* May, *19* 78

Delvey W. Pedigo
Notary Public

Commission expires 11-12-78

DELVEY W. PEDIGO NOTARY PUBLIC AT LARGE STATE OF TENN.