PREPARED BY: James L. Smith, Atty., 140 N. Main St., Goodlettsville, TN 37072

Installment Deed

BOOK 5318 PAGE 176

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hubert E. Yeary, et ux	SAME	12-3
(NAME:) 2079 Graceland Dr. (STREET ADDRESS OR ROUTE NUMBER)	(NAME:) (STREET ADDRESS)	Par 31 Ts
Goodlettsville Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Mail

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND AND NO/100 ($7,000.00) ---------- *Dollars,*

of which NONE---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND AND NO/100 ----- ($7,000.00)---------- *Dollars,*

Hubert E. Yeary and wife, Vicki A. Yeary, *have executed* their joint note of even date herewith in the principal amount of $7,000.00 payable to Goodlettsville Development Company in one hundred twenty (120) equal monthly installments of $88.68 each, commencing on August 15, 1978, and continuing until the entire indebtedness is paid in full, said payments to include principal and interest at the rate of 9% per annum.

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, Goodlettsville Development Company, a Tennessee corporation,

have this day bargained and sold, and do hereby transfer and convey unto the said Hubert E. Yeary and wife, Vicki A. Yeary, their

(successors), heirs and assigns,

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

Land in the 10th Civil District of Davidson County, Tennessee, being Lot No. 106 on the Plan of Grizzard Manor, Section 5, as of record in Book 4675, page 163, R.O.D.C., Tennessee, to which plan reference is hereby made for a more particular description thereof.

Being a portion of the same property conveyed to Goodlettsville Development Company by deed of record in Book 4579, page 69, Register's Office for Davidson County, Tennessee.

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantee herein does agree to assume all responsibility for a certain warranty as set forth in restrictive covenants as of record in Book 4875, page 228, R.O.D.C., with particular reference to paragraph 15 of said restrictive covenants. The Grantee hereunder agrees that the private sewage disposal system for each residential structure on each lot purchased by this conveyance shall comply in full with all Metropolitan Health Department regulations and the Metropolitan Government Code of Law Provisions. It is understood and agreed that the Metropolitan Board of Health has the right to require the Grantee herein of this conveyance to warrant the (OVER)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Affiant

Subscribed and sworn to before me, this the 13th day of July 19 78

Notary Public

My commission expires: My Commission Expires: JANUARY 18, 1982

(CONTINUED)
private sewage disposal system on each lot conveyed herein to the purchaser of any lot or the subsequent purchaser of any lot for a period of three (3) years from the date of the issuance of the building permit, or five (5) years from the date of recording of the subdivision plat, whichever occurs first.

The Grantee agrees to repair or replace said private sewage disposal system in accordance with recommendations made by authorized representatives of the Metropolitan Health Department within ten (10) days of the issuance of notice of said recommendation. The Grantor and Grantee herein agree that a copy of this formal written agreement shall be incorporated in the Warranty Deed and shall be filed with the Bureau of Environmental Control of the Metropolitan Health Department within ten (10) days of the execution hereof.

The Grantee herein joins in the execution of this Installment Deed for the additional purpose of acknowledgins their understanding and agreement to be bound by the covenant herein contained, warranting the public sewage disposal system to be constructed on each lot herein conveyed and said Grantee agrees to relieve the Grantor from all obligations pursuant to said restrictive covenants and conditions contained in paragraph 15 of the restrictive covenants of record in Book 4875, page 228, Register's Office for Davidson County, Tennessee.

This is unimproved XX / 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 Hubert E. Yeary and wife, Vicki A. Yeary, 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* Hubert E. Yeary and wife, Vicki A. Yeary, 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 Hubert E. Yeary and wife, Vicki A. Yeary, *hereinafter referred to as trustors, hereby transfer and convey unto* James L. Smith, *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 $ value, *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 13th *day of* July, *19*78.

GOODLETTSVILLE DEVELOPMENT CO.

BY: [signature] PRES.

BY: [signature] SECY-TRE.

[signature]

[signature]

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, C. W. Phipps, *a Notary Public in and for said County and State,* Hubert E. Yeary and wife, Vicki A. Yeary,

*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 Goodlettsville *Tennessee, this* 13th *day of* July, *19*78.

C. W. PHIPPS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

[signature] *Notary Public*

Commission expires My Commission Expires JANUARY 18, 1982

STATE OF .....
COUNTY OF .....

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, C. W. Phipps*, a Notary Public of the State and County aforesaid, personally appeared* H. S. Moss and W. C. Moncrief, Jr.*, with whom I am personally acquainted, and who, upon oath, acknowledged* themself to be President and Secretary-Treasurer *of the* Goodlettsville Development Company*, the within named bargainor, a corporation, and that* he *as such* President and Secretary-Treasurer*, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themself *as* President and Secretary Treasurer.

Witness my hand and seal, at office in Goodlettsville, Tenn*,*
this 13th *day of* July*, 19* 78.

C. W. Phipps .....*Notary Public*

My Commission Expires JANUARY 18, 1982
Commission expires.....

JUL 31 78	CONV	*7,000.00			
JUL 31 78	MORT'G	*7,000.00			
JUL 31 78	S'TAX		B*	18.20	
JUL 31 78	S'TAX		B*	5.00	
JUL 31 78	PR'FEE		B*	.50	
JUL 31 78	W'DEED		B*	8.00	* 31.70

INSTALLMENT DEED

FROM GOODLETTSVILLE DEVELOPMENT COMPANY

TO HUBERT E. YEARY, ET UX

E 79807

IDENTIF. REFERENCE

JUL 31 1 41 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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