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Installment Deed

This instrument was prepared by B. J. Boyd, Atty., Ashland City, Tenn. 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Harold G. Carey	same	Map 5
(NAME:) Route 2, Box 284, Ridgewood Rd.	(NAME:)	Parcel 13 (part)
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, Tenn. 37072	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND NINE HUNDRED THIRTY FIVE AND NO/100 ($11,935.00) *Dollars,*

of which THREE THOUSAND FIVE HUNDRED EIGHTY AND NO/100 ($3,580.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder EIGHT THOUSAND THREE HUNDRED FIFTY FIVE AND NO/100 ($8,355.00) *Dollars,*

Harold G. Carey and wife, Brenda J. Carey, *have executed*

their note of even date herewith payable to the order of Lena G. Hewitt, bearing eight per cent interest, from date, interest and principal payable monthly in 180 equal consecutive monthly installments of $79.86 per month each, the first installment due January 5, 1979, and one installment due on the 5th. day of each month thereafter. and one installment due on the 5th. day of each month thereafter until the entire note has matured, each installment including interest and principal, to be applied first to interest and remainder to principal, provided that interest on the entire note from August 5, 1978, to December 5, 1978, will be paid by December 5, 1978,

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, I, Lena G. Hewitt, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said Harold G. Carey and wife, Brenda J. Carey, and their

~~(successors)~~, *heirs and assigns,*

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

Located in 14th. Civil District of said County, beginning at an iron pin, the S. W. corner of this tract, and the S. E. corner of a tract being conveyed to Charles S. Pavlu, formerly a part of this tract; and in the northerly right of way of Ridgewood Road, 25 feet from the center of said road; thence along the line of the Pavlu tract, N. 56° 53' 06" E. 332 feet to the center of the southerly trunk of a twin popular tree; thence N. 11° 28' E. 567.85 feet to the center of Sycamore Creek; passing a through a 30 inch maple tree, 556.5 feet from the beginning of this line; thence leaving the Pavlu tract, and continuing along the general center line, and with the meanders of Sycamore Creek, S. 50° 33' 30" E. 239.57 feet; thence S. 83° 43' E. 208.64 feet; thence S. 45° 33' E. 221.05 feet to a stake, the N. W. corner of this tract; thence leaving Sycamore Creek, and along the lines of Pedigo and Robertson County, S. 6° 52' W. 176.35 feet to a large square post accepted as the line post, passing over a sycamore stump at 38 feet from the beginning of this line and accepted as a line mark of the original property; thence S. 8° 45' W. 90.66 feet to another line post; thence S. 5° 14' W. 53.58 feet to a fence post corner; thence S. 8° 33' W. 195.50 feet to a corner fence post, formerly land of Charles E. Martin as shown in Deed Book 4252, Page 259, now owned by Charles S. Pavlu; thence along the lines of Martin and Harold G. Carey, N. 62° 16' 59" W. 370 feet to an iron pin corner; said line passing through an iron pin corner between Martin and Carey, a distance of 125 feet from the beginning of this line; thence along the lines of Carey, S. 64° 08' 36" W. 500.90 feet to an iron pin corner, on the north right of way line of Ridgewood Road; thence with said right of way, N. 27° 30' W. 16.10 feet to an iron pin, the point of a curve to the left,

STATE OF TENN[illegible] The actual consideration or value whichever is greater, for this transfer is $ 11,935.00

COUNTY OF [illegible]

Subscribed and sworn to before me, this the 9th day of August, 1978.

Harold G. Carey
Affiant

B. J. Boyd
Notary Public

My commission expires: Jan. 21, 1979.

(Affix Seal)

and having a radius of 875.76 feet; thence with said curve, a distance of 159.89 feet to an iron pin corner, the beginning, containing 9.548 acres, more or less. The chord bearing of the last described arc is N. 57° 25' W., the distance being 160.54 feet.

Being part of the same land conveyed to Lena G. Hewitt by deed from Anderson Davis and wife, Geraldine Davis, of record in Book 4674, Page 160, Register's Office for Davidson County, Tennessee.

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It is understood and agreed that the purchasers may accelerate the principal payments on said note, provided that not more than 30% of the principal can be paid in the year 1979, 1980, or 1981, but the entire amount can be paid at any time after the year 1981.

AUG-9[illegible]	CONV	11,935.00				
AUG-9[illegible]	MORT'G	*8,355.00				
AUG-9[illegible]	S'TAX		B*	30.94		
AUG-9[illegible]	S'TAX		B*	6.40		
AUG-9[illegible]	PRFEE		B*	.50		
AUG-9[illegible]	W'DEED		B*	6.00	*	43.84

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 Harold G. Carey and wife, Brenda J. Carey, and their ..... *(successors), heirs and assigns forever.* I *covenant that* I am *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 taxes for 1978, which will be prorated as of July 1, 1978.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Harold G. Carey and wife, Brenda J. Carey, 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 Harold G. Carey and wife, Brenda J. Carey, *hereinafter referred to as trustors, hereby transfer and convey unto* Jerry Hamlin, *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.

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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 5th *day of* August, 1978.

E81846

IDENTIF. REFERENCE

AUG 9 12 11 PM '78

FELIX Z. LLOYD REGISTER
DAVIDSON COUNTY, TENN.

Lena G. Hewitt

Harold G. Carey

Brenda G. Carey

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ CHEATHAM

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Lena G. Hewitt, a widow, and Harold G. Carey and wife, Brenda G. Carey,

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 Ashland City, *Tennessee, this* 7th *day of* August, *19*78

NOTARY PUBLIC CHEATHAM COUNTY, TN

Commission expires Jan. 21, 1979.

B. J. Boyd *Notary Public*