This Instrument Prepared By: Charles D. Wilson, Esquire, Barksdale, Whalley, Gilbert & Frank
7th FLoor, Third National Bank Build

Installment Deed

Nashville, Tn 37219

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Willie Warpoole	Same	Map 7
(NAME:) Route 2	(NAME:)	Parcel 3
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, Tn. 37072	(STREET ADDRESS)	10 D 21000
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand and No/100 ---------- ($16,000.00) ---------- *Dollars,*

of which One Hundred Fifty and No/100 ($150.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Fifteen Thousand Eight Hundred Fifty and No/100 Dollars ($15,850.00) ---------- *Dollars,*

Willie Warpoole and wife, Edith Butler Warpoole *have executed*

their promissory note of even date herewith, payable to the order of Robert Russell Birdwell in fifty-nine (59) consecutive monthly installments of One Hundred Fifty Dollars ($150.00), and then consecutive monthly installments of Two Hundred Fifty Dollars ($250.00), both of which includes interest at the rate of nine percent (9%) per annum on the unpaid balance, with the first installment due on October 1, 1978 with subsequent installments being due on the first day of each succeeding month until paid in full,

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, Robert Russell Birdwell,

have this day bargained and sold, and do hereby transfer and convey unto the said Willie Warpoole and wife, Edith Butler Warpoole, their ~~successors~~ *heirs and assigns,*

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

Land in the 10th Civil District of Davidson County, Tennessee, as described in an unrecorded survey made by Charles R. Simmons on January 27, 1976, to-wit:

Beginning at a spike on the east margin of U.S. Highway 41 and in the center of a gravel road entering the Birdwell property; thence along said Highway north 25 degrees 10 minutes west 660.0 feet to the southwest corner of the Lyles property; thence south 78 degrees east 740.0 feet to a point at the Birdwell east line fence; thence south 45 degrees west 625 feet to the beginning spike; containing 4.59 acres more or less.

Being part of the same property conveyed to Robert Russell Birdwell and wife, Pauline Birdwell by the following deeds wherein the seven heirs conveyed an undivided 1/7th interest; By Lillie May Coggins Lewis, Campbell Coggins and Chesley Coggins by deed of record in Book 2249, page 585; by deed from Mattie Coggin of record in Book 2486, page 362; by deed from Alberta Coggin Greer and Mary Martha Coggin of record in Book 2095, page 60 and by deed from Thomas Coggin of record in Book 2249, page 576 all Register's Office, Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ *16,000.00*

Affiant

Subscribed and sworn to before me, this the 25th day of Dec, 19 81

My commission expires: Dec 18 1981 (Affix Seal)

Notary Public

DEARMON NOTARY PUBLIC DAVIDSON TENN.

And being part of the property conveyed to Robert Russell Birdwell by deed from Pauline Birdwell of record on June 10, 1968 in Book 4241, page 550, Register's Office, Davidson County, Tennessee.

AUG 16 78	CONV	16,000.00				
AUG 16 78	MORT'G	15,850.00				
AUG 16 78	S'TAX		B*	41.60		
AUG 16 78	S'TAX		B*	13.80		
AUG 16 78	PR'FEE		B*	.50		
AUG 16 78	W'DEED		B*	6.00	*	61.90

unimproved (X) This is improved ( ) property, known as Route 2, Goodlettsville, Tennessee 37072
(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 Willie Warpoole and wife, Edith Butler Warpoole, their ~~(executors)~~, *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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Willie Warpoole and wife, Edith Butler Warpoole, their ~~(executors)~~, *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 Willie Warpoole and wife, Edith Butler Warpoole, *hereinafter referred to as trustors, hereby transfer and convey unto* Charles D. Wilson, *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 25 *day of* July, 19 78.

Robert Russell Burdwell
Willie Dee Warpool
Edith Butler Warpool

E 8 3 0 2 4

IDENTIF. REFERENCE

Aug 16 9 07 AM '78

FELIX Z. H. SON II REGISTER
DAVIDSON COUNTY, TENN.

MARY E. HALL ★ NOTARY PUBLIC ★ TENN.
DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary E. Hall, *a Notary Public in and for said County and State,* Robert Russell Burdwell, Willie Dee Warpoole & wife Edith Butler Warpoole

*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 Ridgetop, Robertson Co., *Tennessee, this* 25 *day of* July, *19* 78.

Mary E. Hall
Notary Public

Commission expires 4-3-1982.