Prepared by
CLYDE PAUL HOLLAND, ATTY.
2016 Parkway Towers Bldg.
Nashville, Tennessee 37219

Installment Deed

BOOK 5338 PAGE 970

CLYDE PAUL HOLLAND, ATTY.
2016 Parkway Towers Bldg.
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Earl D. Hildebrand et al (NAME)	Marsh Mortgage Company (NAME)	Map 95-1
(STREET ADDRESS OR ROUTE NUMBER)	2448 Park Road, Box 4329 (STREET ADDRESS)	Parcel 35
(CITY) (P. O. ZONE) (STATE)	Charlotte, North Carolina 28204 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Three Thousand Five Hundred and No/100 - - - - - - - - - - ($33,500.00) - *Dollars, of which* Six Thousand and No/100 - ($6,000.00) - - - - - - - - - - - - - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty Seven Thousand Five Hundred and No/100 - - - - - - - ($27,500.00) - *Dollars,*

EARL D. HILDEBRAND and EDDIE A. HILL, III, a partnership *have executed* one promissory in the amount of $27,500.00, payable in 300 monthly installments of $245.30 each, including principal and interest at the rate of 9.75% per annum, beginning October 1, 1978.

SEP 18 78	CONV	33,500.00			
SEP 18 78	MORT'G	27,500.00			
SEP 18 78	S'TAX		B*	87.10	
SEP 18 78	S'TAX		B*	25.50	
SEP 18 78	PR'FEE		B*	.50	
SEP 18 78	W'DEED		B*	8.00	* 121.10

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,

GEORGE B. KELLEY and wife, MARION W. KELLEY

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

EARL D. HILDEBRAND and EDDIE A. HILL, III, a partnership

their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 30 on the Plan of Donelson Hills, Section 3, of record in Book 2331, page 22, Register's Office for Davidson County, Tennessee.

Said Lot No. 30 fronts 100 feet on the northerly side of June Drive and extends back 203 feet on the westerly line and 164.6 feet on the easterly line to a dead line in the rear measuring 107 feet thereon.

Being the same property conveyed to George B. Kelley and wife, Marion W. Kelley by deed from Edwin Couch and wife, Joan T. Couch, of record in Book 5327, page 522, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to and owner's certificate contained in the recorded Plan showing a 40 foot minimum building setback line from June Drive and a 20 foot easement for public utility purposes along the westerly line and northerly line of said lot and easement for sanitary sewer and/or storm drainage as set out in Book 4913, page 394, Register's Office for Davidson County, Tennessee.

RETURN TO
CLYDE PAUL HOLLAND, ATTY.
2016 Parkway Towers Bldg.
Nashville, Tennessee 37219

This instrument prepared by
CLYDE PAUL HOLLAND, ATTY.
2016 Parkway Towers Bldg.
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 33,500.00

Subscribed and sworn to before me, this the 15 day of September 19 78

Affiant

My commission expires: Nov 12, 1980 (Affix Seal)

Notary Public

The purpose of this re-conveyance as hereinafter set forth is to secure to George B. Kelley and wife, Marion W. Kelley the payment of one promissory note of even date, in the original principal amount of $27,500.00, payable in 300 installments of $245.30 each, including principal and interest at the rate of 9.75% per annum beginning October 1, 1978.

This conveyance is made subject to the first mortgage lien evidenced by deed of trust of record in Book 4649, page 539, Register's Office for Davidson County, Tennessee, which remains the responsibility of the seller, and which lien amount shall at no time exceed the unpaid balance of the above described note payable to George B. Kelley and wife, Marion W. Kelley, and shall be paid in full by George B. Kelley and wife, Marion W. Kelley at or before such time as the aforesaid note to Geroge B. Kelley and wife, Marion W. Kelley is paid in full.

Earl D. Hildebrand and Eddie A. Hill,III hereby authorize the holder of said note payable to George B. Kelley and wife, Marion W. Kelley to collect monthly an amount equal to 1/12 of annual taxes plus 1/12 of the annual insurance premium on the above described property, holding same in escrow personally, or thru the first mortgage lender for the purpose of paying such obligations.

unimproved ( )
This is improved (X) property, known as 2100 June Drive, Donelson, Tennessee 37214
(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 EARL D. HILDEBRAND and EDDIE A HILL, III, a partnership *(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 for current year taxes and as herein set forth.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* EARL D. HILDEBRAND and EDDIE A. HILL, III, a partnership, 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 EARL D. HILDEBRAND and EDDIE A. HILL, III, a partnership *hereinafter referred to as trustors, hereby transfer and convey unto* CLYDE PAUL HOLLAND, *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 $*33,500.00*, 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 15 *day of* September, *19* 78

George B. Kelley
GEORGE B. KELLEY

Marion W. Kelley
MARION W. KELLEY

Earl D. Hildebrand
EARL D. HILDEBRAND

Eddie A. Hill, III
EDDIE A. HILL, III

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* George B. Kelley and wife, Marion W. Kelley

*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 Nashville, *Tennessee, this* 15th *day of* September, *19* 78.

NOTARY PUBLIC DAVIDSON COUNTY STATE OF TENNESSEE

Thomas D. Hughes
Notary Public

Commission expires Nov 12, 1980

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Eddie A. Hill, III, *the within named bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 15th *day of* September, *19*78.

Commission expires NOV 12, 1980

Thomas D. Clifton
Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ... *a Notary Public of the State and County aforesaid, personally appeared* ..... *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ..... *the within named bargainor, a corporation, and that* .....*he as such* ..... *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* ..... .

Witness my hand and seal, at office in ..... *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

STATE OF WISCONSIN }
COUNTY OF RACINE }

Personally appeared before me, the undersigned, a Notary Public in and for said COunty and State, EARL D. HILDEBRAND, the within named bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes herein contained.

Witness my hand and official seal at Racine, Wisconsin
this 11th day of ....., 1978

commission expires 1/18/81

Carol Jensen
Notary Public

INSTALLMENT DEED

FROM

GEORGE B. KELLEY ET UX

MARION W. KELLEY

TO

EARL D. HILDEBRAND and

EDDIE A. HILL, III, a partnership

E 8 9 1 9 7 1

IDENTIF. REFERENCE

SEP 18 12 53 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE