BOOK 5339 PAGE 514

Installment Deed

Prepared by
J. H. Hagan Attorney
Hermitage, Tn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL/NUMBERS
Orveline Goins,	Same	Portion of
(NAME): Earheart Rd.,	(NAME):	Map 87, Parcel 103
(STREET ADDRESS OR ROUTE NUMBER) Hermitage, Tenn. 37076	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nineteen Thousand and no/100 ($19,000.00) *Dollars,*

of which One Thousand and no/100 ($1,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Eighteen Thousand and no/100 *Dollars,*

Orveline Goins *has* S *executed*

an Installment Deed Note in the principal sum of $18,000.00, bearing interest at the rate of 8½ percent, and payable at the rate of $156.20 per month for a period of 20 years (240 monthly payments) including principal and interest. The said note is dated of even date as this Installment Deed. First payment due October 15, 1978. and on the 15th date of each succeeding month.

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, Mrs. M.P. (Helen) Sullivan A widow and single person.

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

her *(successors), heirs and assigns,*

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

Land in Davidson County, Tenn. in the 4th Civil District and described according to a survey of John D. McCormick dated 8-12-78 as follows:

BEGINNING at an iron pin in the westerly margin of Earheart Rd. and said point being the southeast corner of the Bud Jenkins and wife lands, of record in Deed Book 1577, page 126, RODC; thence So.5° 30' West 42.0 Ft. along the western edge of Earheart Rd. to an iron pin, said point being 20 Ft. north of the northeast corner of the Oakley Eakes property of record in Book 3281, page 508, RODC; thence So.88° 40' West 690.1 Ft. to an iron pin 20 Ft. north of the northerly margin of the said Oakley Eakes lands; thence No. 5°30' East 480.4 Ft. to an iron pin; thence So. 78° 09' East 190.0 Ft. to an iron pin in the westerly margin of the Louise Bevilacqua property of record in Book 4679, page 429, RODC; thence So. 5° 30' West 284.9 Ft. along the westerly boundary lines of the said Louise Bevilacqua lands and Oscar Brazzell Lands to the southwest corner of the said Oscar Brazzell lands of record in Book 4498, page 259, RODC; thence So. 83° 38' East 306.0 Ft. along the southerly margin of the said Oscar Brazzell lands to an iron pin in the westerly margin of the Bud Jenkins lands; thence So. 5°30' West 72.0 Ft. along and with the westerly margin of the said Bud Jenkins lands to a corner post; said point also

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 19,000.00

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

My commission expires: 5-3-80 (Affix Seal)

Helen Sullivan
Affiant

J. Houston Hagan
Notary Public

being the southwest corner of the Bud Jenkins lands; thence So. 89° 17' East 192.0 Ft. to an iron pin in the western edge of the Earheart Rd. and at the southeast corner of the Bud Jenkins lands, the point of beginning and containing 3.1 acres, more or less.

This conveyance is made subject to an easement for ingress and egress heretofore conveyed by instrument of record in Book 3890, page 46, RODC, and Book 4498, page 259, RODC, said easement more particularly shown on the survey of John D. McCormick dated 8-12-78.

This conveyance is also subject to the use of a well on the hereinabove conveyed property by Oscar Brazzell, whose property lies immediately north of the well, the said Oscar Brazzell is to maintain the pump and other machinery for such well.

Being part of the same property conveyed to M. P. Sullivan (Now deceased on January 6, 1968) and wife, Helen Sullivan, by deed from George W. Chandler and wife, Elizabeth Chandler, of record in Book 1415, page 216, RODC.

~~unimproved~~ This is improved (X) property, known as Earheart Rd., Hermitage, Tenn. 37076.
(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 Orveline Goins - her *(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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Orveline Goins - her *(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 Orveline Goins

hereinafter referred to as trustors, hereby transfer and convey unto Houston Hagar, *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 $*10,000.00*, 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, ~~XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ *on this the* 15 *day of* September, *19*78

Mrs M. P. Helen Sullivan
Mrs. M. P. (Helen) Sullivan,
widow and single

Orveline Goins
Orveline Goins

James C. Goins
James C. Goins

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, H. Houston Hagar, *a Notary Public in and for said County and State,* Mrs. M. P. (Helen) Sullivan, Orveline Goins and husband, James C. Goins,

*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 Hermitage, *Tennessee, this* 15 *day of* September, *19* 78

H. Houston Hagar
Notary Public

Commission expires 5-3-80

STATE OF.....

COUNTY OF.....

BOOK 5339 PAGE 517

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, ..., *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.....

SEP 19 78	CONV	19,000.00			
SEP 19 78	MORT'G	18,000.00			
SEP 19 78	S'TAX		B*	49.40	
SEP 19 78	S'TAX		B*	16.00	
SEP 19 78	PR'FEE		B*	.50	
SEP 19 78	W'DEED		B*	8.00	* 73.90

INSTALLMENT DEED

FROM
Mrs. M.P. (Helen) Sullivan,
(A single person)
widow.

TO
Orveline Goins

Trustee -Houston Hagar, by
Orveline Goins

E 8 9 4 3 1

IDENTIF. REFERENCE

SEP 19 12 56 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE