Installment Deed

WILLIAMS SHIELDS & WILDMAN
Attorneys - at - Law
Suite 100, Cumberland Office Bldg.
101 Cumberland Avenue
Madison

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Elton W. Miller et ux	(same as new owner)	Map 8
(NAME:) 3572 Baxter Road	(NAME:)	p/o Par 29
(STREET ADDRESS OR ROUTE NUMBER) Joelton, Tennessee 37080	(STREET ADDRESS)	BOOK 5345 PAGE 987
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY TWO THOUSAND FIVE HUNDRED AND NO/100 ---------- ($32,500.00) *Dollars,*

of which FOUR THOUSAND AND NO/100 ---------- ($4,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 ----------($28,500.00) *Dollars,*

the grantees hereinafter named *have* executed their one joint promissory note of even date herwith payable to the order of Oval Adcox and wife, Helen Frances Adcox in monthly installments of $221.30 each, including principal and interest at the rate of 8 1/2 % per annum; beginning November 3rd, 1978, and continuing thereafter until paid in full. Grantees herein shall also make an additional One Thousand and no/100 Dollars, ($1,000.00), payment on the principal on April 3rd, 1979; on October 3rd, 1979; and on April 3rd, 1980.

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, We, OVAL ADCOX AND WIFE, HELEN FRANCES ADCOX,

have this day bargained and sold, and do hereby transfer and convey unto the said ELTON W. MILLER AND WIFE, PAULETTE MILLER

their *(successors), heirs and assigns,*

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

A certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Beginning at an iron pin in the center line of Baxter Road approximately 1/2 mile from Highway 431, being the Southeast corner of this tract and the Southwest corner of the McCormick property of record in Book 4783, page 585, Register's Office for Davidson County, Tennessee; thence with the centerline of Baxter Road N 85° 30' W.474.02 foot to an iron pin in the centerline of said road; being the Southwest corner of this tract and the Southeast corner of the Adcox property (of which this is a portion) of record in Book 3283, page 383, said Register's Office; thence with Adcox's line N 8° 48' East 325.64 feet to an iron pin; being the Northwest corner of this tract and the Northeast corner of said Adcox property; and being in the Armstrong property line of record in Book 554, page 551, said Register's Office; thence with the Armstrong property south line S 75° 34' East 242.11 feet to an iron pin; S 84° 13' E 208.70 feet to an iron pin near a spring and being the Northeast corner of this tract and the Northwest corner of the McCormick property; thence with the McCormick property S 4° 00' W 277.54 feet to the beginning.

Being part of the same property conveyed to Oval Adcox by deed from L. A. Cantrell and wife, Willie Cantrell, of record in Book 1643, page 627, Register's Office for said County; and by deed from Laura Adcox Puckett of record in Book 3283, page 383, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 32,500.00

Subscribed and sworn to before me, this the 3rd day of October 19 78

Affiant

My commission expires: Sept. 28, 1981 (Affix Seal)

Notary Public

NOTARY PUBLIC STATE OF TENN. AT LARGE

Oval Adcox and wife, Helen Frances Adcox and Elton W. Miller and wife, Paulette Miller, hereby agree as follows:

1. Seller to pay the 1978 property taxes

2. Seller shall retain ownership of corn crop, and has until December 1, 1978, to harvest same.

3. Seller shall retain ownership of crop in barn and has until April 1, 1979, to sell and remove same from said barn.

unimproved ( )
This is improved (XX) property, known as 3572 Baxter Road , Joelton, TN 37080
(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 Elton W. Miller and wife, Paulette Miller, 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.,* except as stated herein.

We ourselves, our *further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto....., 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 $ 32,500.00 *, 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 pert , or the lien of this instrument or a pear in an court to prove the above indebtedness, all the costs and

by trustors upon demand the or or ..... 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 3rd *day of* October, *19* 78

Oval Adcox
Oval Adcox

Helen Frances Adcox
Helen Frances Adcox

Elton W. Miller
Elton W. Miller

Paulette Miller
Paulette Miller

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Oval Adcox and wife, Helen Frances Adcox; and Elton W. Miller and wife, Paulette Miller *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 Madison, *Tennessee, this* 3rd *day of* October, *19* 78.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

Commission expires Sept. 28, 1981

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, ..., 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.....

OCT-4 78	CONV	32,500.00			
OCT-4 78	MORT'G	28,500.00			
OCT-4 78	S'TAX		B*	84.50	
OCT-4 78	S'TAX		B*	26.50	
OCT-4 78	PR'FEE		B*	.50	
OCT-4 78	W'DEED		B*	8.00	* 119.50

E 9 2 1 9 4

IDENTIF. REFERENCE

OCT 4 8 29 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
OVAL ADCOX ET UX

TO
ELTON W. MILLER ET UX

After recording, mail to:

LawyersTitle
P. O. Box 742
Madison, Tennessee 37115

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

1-013,094