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WILLIAMSON COUNTY Tax Map 7, parcel 19.01

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

B. ROY KENNEDY, JR., and wife,

MAE W. KENNEDY,

TO

JOHN LEE KENNEDY and wife,

ELEANOR R. KENNEDY.

For draftsman's use

THIS INSTRUMENT PREPARED BY:

B. ROY KENNEDY, JR., Attorney,
121 UNION STREET, NASHVILLE, TENN. 37201

Davidson County
BOOK 5348 PAGE 838
5349

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN LEE KENNEDY (NAME)	SAME (NAME)	158/35
2001 SHAMROCK DRIVE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	FB 7D-37560
BRENTWOOD, TENN. 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

E93339

IDENTIF. REFERENCE

OCT 12 | 44 PM '78

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 45,000.00

John Lee Kennedy
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF August, 1978

Notary Public

MY COMMISSION EXPIRES: May 10, 1981

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ***FORTY FIVE THOUSAND and no/100 ($45,000.00) DOLLARS

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this date executed and delivered their one principal promissory note payable to the order of "OURSELVES" and endorsed by them for full face value in the sum of $42,500.00 made to fall due and payable in monthly installments of $300.00 each, without interest, the first on September 1, 1978, and one other on the first day of each succeeding month thereafter until the entire indebtedness herein secured has been paid in full, provided, however, that in the event the hereinafter described real estate should be sold and conveyed to a third party or parties, the entire indebtedness hereinsecured shall thereupon become immediately due and payable without notice,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, B. ROY KENNEDY, JR., and wife, MAE W. KENNEDY,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JOHN LEE KENNEDY and wife, ELEANOR R. KENNEDY,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "A".

OCT 12 78	CONV	45,000.00				
OCT 12 78	MORT'G	42,500.00				
OCT 12 78	MISC		B*	6.00	*	6.00

This is improved (X) property, known as 2001 SHAMROCK DRIVE, BRENTWOOD, TENNESSEE 37027
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto O.B.HOFSTETTER, JR., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ INS. VALUE until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured thereby, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of August, 19 78.

B. ROY KENNEDY, JR.

JOHN LEE KENNEDY

MAE W. KENNEDY

ELEANOR R. KENNEDY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Dayle D. Graves, a Notary Public in and for said County and State, the within named B. ROY KENNEDY, JR., and wife, MAE W. KENNEDY, and JOHN LEE KENNEDY and wife, ELEANOR R. KENNEDY, the 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 30th day of August, 19 78.

Dayle D. Graves, Notary Public

Commission expires May 10, 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Dayle D. Graves, a Notary Public of the State and County aforesaid, personally appeared B. Roy Kennedy, Jr., and wife, Mae W. Kennedy and John Lee Kennedy and wife, Eleanor R. Kennedy with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Signers of the deed 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 Nashville, Davidson Co., Tennessee this 30th day of August, 1978.

Dayle D. Graves, Notary Public.

Commission expires May 10, 1981

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EXHIBIT "A": DEED, B. ROY KENNEDY, JR., ET UX TO JOHN LEE KENNEDY ET UX, AUGUST 1, 1978,

A tract of land containing 2.514 acres, more or less, described as follows:

A tract of land in the 7th Civil District of Davidson County, Tennessee, and in the 7th Civil District of Williamson County, Tennessee, described according to a survey thereof made November 26, 1943, by Lewis D. Justice, Surveyor, as follows:

BEGINNING at a point in the center line of the present OLD HICKORY BOULEVARD at the northeast corner of the lands of Mrs. Alice Scruggs Kelly and the northwest corner of the lands of J. P. Owen at a point opposite a stake set in the south margin of Old Hickory Boulevard; thence leaving said road and along a fence line between the Kelly and Owen lands south 4° 15' east, passing the Davidson County line and the Williamson County line at 765 feet, in all 1,034 feet to a hackberry tree in said fence line; thence along another fence north 81° 35' west 299.7 feet to a stake; thence north 4° 15' west 1,000 feet to a point in the center line of the Old Hickory Boulevard; thence with the center line of the same south 87° 26' east 299.7 feet to the point of beginning, containing 7 acres.

INCLUDED BUT EXCLUDED therefrom is the north 4.486 acres, more or less, conveyed to TRUSTEES OF HARPETH HILLS CHURCH OF CHRIST by deed from said B. ROY KENNEDY, JR., and wife, MAE W. KENNEDY, dated May 18, 1976, and recorded in Book 5026, page 553, Register's Office for Davidson County, Tennessee, and described according to a survey made April 21, 1976, by Stanford and Associates, Inc., as follows:

BEGINNING at a point in the center line of OLD HICKORY BOULEVARD at the northeast corner of the lands of Mrs. Alice Scruggs Kelly; thence along a fence line south 3° 50' 17" west 661.28 feet to an iron pin; thence south 79° 16' 07" east 296.46 feet to an iron pin; thence along a fence line north 4° 11' east 659.32 feet to a point in the center line of Old Hickory Boulevard; thence north 78° 57' 57" west 299.81 feet to the point of beginning, and containing 4.486 acres, more or less. BEING the north part of the property conveyed to said B. ROY KENNEDY, JR., and wife, MAE W. KENNEDY, by deed from MRS. ALICE SCRUGGS KELLY, of record in Book 1278, page 325, Register's Office for Davidson County, Tennessee, and in Deed Book 81, page 66, Register's Office for Williamson County, Tennessee.

Said Survey by Stanford and Associates, Inc., showed a power line across a portion of said property, and this conveyance is made subject to an easement, if any, for same, and this conveyance includes all of the remainder of the said tract of 7 acres.

9-13-78

TRANSFER TAX

MORTGAGE TAX 40.50

PROBATE FEE .50

TOTAL PAID 41.00

RECEIPT NO. 87076

BB

REG. OR DEP. REG

WILLIAMSON COUNTY

WILLIAMSON COUNTY — STATE OF TENNESSEE

Received for record the 13 day of Sept. 1978

at 3:26 o'clock P M Noted in Note Book 27 page 212

and Recorded in Book No. 322 page 206 State Tax

Paid 117.00 Fee .50 Recording Fee 2.00 Total 123.50

Receipt No. 87075 Witness my hand

J. D. Bennett, Register