BOOK 5364 PAGE 38

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
Malcolm L. Barrett, et ux

TO
Steve Hetzer, et ux

For draftsman's use

Prepared By:
Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Steve Hetzer, et ux (NAME)	Nashville Mortgage & Realty (NAME)	Map 107-13
1210 Catina Drive (STREET ADDRESS OR ROUTE NUMBER)	210 Stahlman Building (STREET ADDRESS)	Par 118
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37201 (CITY) (STATE) (ZIP)	2DA-55990

(FOR REGISTER'S USE)

F 00244 IDENTIF. REFERENCE

NOV 15 10 32 AM '78

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 30,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13 DAY OF November 19 78

M. Lee Barrett
Notary Public

MY COMMISSION EXPIRES: August 17, 1982

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ---------THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00)---------- DOLLARS

of which $1,800.00 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 day assumed and agreed to pay the remaining unpaid balance of a deed of trust of record in Book 3799, Page 707, said Register's Office, and for the remainder, the said Grantees have this day executed their one promissory note of even date herewith in the principal sum of $20,447.20, payable to the order of Grantors and executed by Steve Hetzer and wife, Debbie Hetzer, and given as part of the purchase money on the herein described property. Said note is payable in 97 consecutive monthly installments as follows: Ninety-six consecutive monthly installments of $186.29 each, including both principal and interest, interest being at the rate of 10% per annum on the unpaid principal sum, and a ninety-seventh and final installment being in the amount of theunpaid principal sum plus interest at the rate of 10% per annum on the unpaid principal sum. Amounts paid will be credited first to interest* 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,

MALCOLM L. BARRETT AND WIFE, RACHEL BARRETT

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

STEVE HETZER AND WIFE, DEBBIE HETZER

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

Land in Davidson County, Tennessee, being Lot No. 36 on the Plan of First Addition, Miro Meadows, as of record in Book 1424, Page 106, Register's Office for said County.

Beginning at a point in the northerly margin of Catina Drive at the common corner of Lots Nos. 36 and 37; thence northerly with the dividing line between Lots Nos. 36 and 37, 133.4 feet to the common corner of Lots Nos. 36, 37, 43 and 44; thence westerly with the dividing line between Lots 36 and 44 and 278, 86 feet to a point at the corner of Lots Nos. 283 and 36; thence southerly with the dividing line between said two lots, 136.8 feet to a point in the northerly margin of Catina Drive; thence easterly with the northerly margin of same, 86 feet to the point of beginning.

Being the same property conveyed to Malcolm L. Barrett by deed from Juanita P. Dupes, a widow, of record in Book 5082, Page 882, said Register's Office. The wife of Malcolm L. Barrett joins in this conveyance for the purpose of conveying any marital rights or interest she may have in said property.

It is agreed and understood that the above named grantees assume and agree to pay the remaining unpaid balance of a deed of trust of record in Book 3799, Page 707, said Register's Office.

This instrument is made subject to restrictive covenants in Book 1710, Page 183, and to the Plan of record in Book 1424, Page 106, said Register's Office.

This is (unimproved ( ) improved (X)) property, known as 1210 Catina Drive (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Postal Zone)

*due; balance to unpaid principal sum. The first payment falling due on the 1st day of December, 1978, and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid.

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 Tom G. Coleman, 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 $ insurable interest 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 therein, 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 13 day of Nov. 1978.

Malcolm L. Barrett

Steve Hetzer

Rachel Barrett

Debbie Hetzer

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, M. Lee Barrett Jr., a Notary Public in and for said County and State, the within named Malcolm L. Barrett and wife, Rachel Barrett, and Steve Hetzer and wife, Debbie Hetzer, the bargainor, 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, Tennessee, this 13 day of November 1978

M. Lee Barrett Jr., Notary Public.

Commission expires October 17, 1982

NOV15 78 CONV 30,000.00
NOV15 78 MORT'G 20,447.20

STATE OF TENNESSEE
COUNTY OF DAVIDSON

NOV15 78 S'TAX B* 78.00
NOV15 78 S'TAX B* 18.40
NOV15 78 PR'FEE B* .50
NOV15 78 W'DEED B* 4.00 * 100.90

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 .