THIS INSTRUMENT PREPARED BY:
EARL THOMPSON, ATTORNEY
14th Floor, Nashville Trust Bldg.
Nashville, Tennessee 37201

Installment Deed

BOOK 5389 PAGE 70

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David E. Long, et ux (NAME:)	David E. Long, et ux (NAME:)	52-5 Par 185.1 Is
814 Berwick Trail (STREET ADDRESS OR ROUTE NUMBER)	814 Berwick Trail (STREET ADDRESS)	
Madison, Tennessee 37115 (CITY) (P. O. ZONE) (STATE)	Madison, Tennessee 37115 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTEEN THOUSAND AND NO/100---------- ($16,000.00)---------- *Dollars,*

of which ONE THOUSAND TWO HUNDRED AND NO/100 ($1,200.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FOURTEEN THOUSAND EIGHT HUNDRED AND NO/100 ($14,800.00)---------- *Dollars,*

David E. Long and wife, Sandra H. Long *ha.ve executed* their Promissory Note payable to Adella C. Potts and William Ronald Potts in the principal amount of $14,800.00 which is payable in 15 years or 180 monthly payments, each payment being in the amount of $156.88. The payments include interest at the rate of 9-3/4%. The first installment in the amount of $156.88 is due on or before the 25th day of February, 1979 and a like payment is due on the 25th day of each respective month thereafter until the Note is paid in full. If any installment is received after the 25th day of each month it will include a late charge of 3% of the amount of the installment or approximately $4.70 penalty. Also a penalty will be placed on the buyer if more than 20% of the original loan of $14,800.00 is paid in any one calendar year of the first five years of the loan. During years 1, 2, and 3 the penalty will be 5% of the unpaid balance. During years 4 and 5 the penalty will be 3% of the unpaid balance. There will be no penalty from year 6 through 15.

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, Adella C. Potts and William Ronald Potts

have this day bargained and sold, and do hereby transfer and convey unto the said David E. Long and wife, Sandra H. Long, their ~~successors~~ *heirs and assigns,*

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

Being part of Lot No. 9 on the Map of the Subdivision of the H. B. Chadwell Tract of record in Book 847, Page 60, Register's Office for said County, and described according to a copy of a survey thereof made by Harvey Gee, Surveyor, May 10, 1958, as follows:

Beginning at a point in the easterly margin of Idlewild Drive at the southwest corner of the Earl Ray Eden lot, said point being 62 feet south of the southwest corner of the property conveyed to Robert Dunman by deed of record in Book 1264, Page 164, said Register's Office for said County and likewise being 215 feet south from the line from Madison Park Subdivision in the center line of a drive common to this lot and the Earl Ray Eden lot; thence along the line of the Earl Ray Eden lot, northeasterly 221 feet to a point; thence southeasterly 36 feet to a point; thence southwesterly 221 feet to the easterly margin of Idlewild Drive; thence with the margin of the same, northwesterly 36 feet to the point of beginning.

Being the same property conveyed to William Ronald Potts, as to a 1/2 undivided interest by deed from Elizabeth Bishop Noven of record in Book 5313, Page 421 and by deed from Bernice Bishop White of record in Book 5315, Page 774, said Register's Office, and conveyed to Adella Pitts, as to a 1/2 undivided interest as devisee under the Will of Zennia Davaney, deceased, of record in Will Book 123, Page 460, Probate Court, Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 16,000.00

Subscribed and sworn to before me, this the 25th day of January 19 79

William Ronald Potts
Affiant

My commission expires: 4/29/81
(Affix Seal)

Judy M. Barker
Notary Public

This property is hereby conveyed subject to all rights, benefits or encumbrance of a joint driveway agreement as set out in Deed Book 2750, Page 227 and by reference is made a part of this instrument as fully as if copied herein and it is also set out in the Deed of Zennia Davaney of record in Book _____, Page _____, said Register's Office.

This is unimproved ( ) improved (XX) property, known as 833 Idlewild Drive, Madison, Tennessee 37115
(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 Adella C. Potts and William Ronald Potts, 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.*

We *further covenant and bind* ourselves, our assigns ~~successors~~ *heirs and* *warrant and forever defend the title to said real estate to said* David E. Long and wife, Sandra H. Long, 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 David E. Long and wife, Sandra H. Long *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *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 $14,800.00, *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 25th *day of* January, *19* 79

Adella C. Potts
Adella C. Potts

William Ronald Potts
William Ronald Potts

David E. Long
David E. Long

Sandra H. Long
Sandra H. Long

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler, *a Notary Public in and for said County and State,* Adella C. Potts, William Ronald Potts, David E. Long and wife, Sandra H. Long

*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* 25th *day of* January, *19*79

Judy M. Butler
Notary Public

Commission expires 4/25/81

NOTARY PUBLIC STATE OF TENNESSEE LARGE

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.....

JAN25 79	CONV	14,000.00 } 16,000.00			
JAN25 79	CONV	*2,000.00 }			
JAN25 79	MORT'G	14,800.00			
JAN25 79	S'TAX		B*	41.60	
JAN25 79	S'TAX		B*	12.80	
JAN25 79	PR'FEE		B*	.50	
JAN25 79	W'DEED		B*	8.00	* 62.90

INSTALLMENT DEED

FROM
ADELIA C. POTTS AND WILLIAM RONALD POTTS

TO
DAVID E. LONG AND WIFE, SANDRA H. LONG

F. I. 2. 9. 1.

IDENTIF. REFERENCE

JAN 25 3 10 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238