Installment Deed

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This instrument was prepared by Frank M. Newman, Atty - Donelson, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Bill H. Mason	same	Map 98 Part of
(NAME:)	(NAME:)	
Route 10 Box 354		Par. 61
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Lebanon, Tenn. 37087		4D 14850
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $30,000.00

Thirty Thousand and no/100---------- *Dollars,*

of which $7,500.00

Seven Thousand Five Hundred and no/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $22,500.00

Twenty-two Thousand Five Hundred and no/100---------- *Dollars,*

Bill H. Mason and wife, Helen M. Mason

*ha*ve *executed*

their joint promissory note in the principal sum of Twenty-two Thousand Five Hundred and no/100 Dollars ($22,500.00), payable to the order of Frank M. Newman in four (4) annual installments of Five Thousand Six Hundred Twenty-five Dollars ($5,625.00) each plus interest on the unpaid balance at 7% per annum, the first of said installments being due on the 7th day of April, 1980, and a like amount on the same day of each succeeding year until paid in full,

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, John H. Cook, Charles Marvin Cook, Karl Cook Limbaugh, and James Franklin Limbaugh, being all the heirs at law of C. L. Cook and wife, Vera B. Cook

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

Bill H. Mason and wife, Helen M. Mason, their

(successors), heirs and assigns,

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

Land located in the 4th Civil District of Davidson County, Tennessee being tract No. 2 on a survey by John M. Sullivan, Engineer, dated June 17, 1972, and described according to said survey as follows:

Beginning at an iron pin in the southerly margin of John Hagar Road and thence south 4° 40' east 1180 feet to a point; thence south 89° 26' east 630.3 feet to a point; thence with a fence north 17° 03' west 300 feet to a point; thence north 16° 03' west 197 feet to a point; thence north 44° 25' west 200 feet to a point; thence north 47° 44' west 170 feet to a point; thence north 46° 40' west 130 feet to a point; thence north 2° 20' east 418 feet to a point in the southerly margin of John Hagar Road; thence westerly with said margin of said road south 79° 59' west 238.5 feet to the beginning and containing 11.3 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $30,000.00

Subscribed and sworn to before me, this the 16th day of April 1979

Affiant

My commission expires: 17 Oct 1982
(Affix Seal)

Notary Public

FRANK M. NEWMAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Being part of the same property conveyed to C. L. Cook and wife, Vera Cook, by deed from B. E. Lane et ux as of record in Book 670, page 48, in the Register's Office for Davidson County, Tennessee, and by deed from B. E. Lane et ux to C. L. Cook and wife, Vera Cook, as of record in Book 747, page 168, in the Register's Office for Davidson County, Tennessee, and by deed from Myrtle H. Carter to Vera B. Cook (Vera B. Cook and Vera Cook being one and the same person) as of record in Book 833, page 64, in the Register's Office for Davidson County, Tennessee, and by deed from Mrs. Myrtle H. Carter to Mrs. Vera B. Cook as of record in Book 982, page 162, in the Register's Office for Davidson County, Tennessee, and having passed by descent and distribution to the grantors as the heirs at law of the said C. L. Cook and wife, Vera B. Cook, both deceased.

This conveyance is made subject to the easement of the TVA across said lands.

This conveyance is made subject to the following restrictions: No temporary shacks or basements houses or trailers will be permitted. Only single family dwellings will be permitted. Dwelling houses shall contain at least 900 square feet of livable floor space.

unimproved (X) This is improved ( ) property, known as ..... John Hagar Road, Hermitage, Tennessee 3707
(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 Bill H. Mason and wife, Helen M. Mason, 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 *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bill H. Mason and wife, Helen M. Mason, 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 Bill H. Mason and wife, Helen M. Mason .....
hereinafter referred to as trustors, hereby transfer and convey unto Frank M. Newman, *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 $-------, *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 16th *day of* April, *19* 79.

John H. Cook

Charles Marvin Cook

James Franklin Limbaugh

Karl Cook Limbaugh

Helen M. Mason

Bill H. Mason

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* John H. Cook, Charles Marvin Cook, Karl Cook Limbaugh, James Franklin Limbaugh, and Bill H. Mason and wife, Helen M. Mason

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 Davidson County, *Tennessee, this* 16th *day of* April, *19* 79.

FRANK M. NEMA NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 17 Oct 1982

6272 04/17 107.00- CHECK

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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.....

INSTALLMENT DEED

FROM

JOHN H. COOK et al

TO

BILL H. MASON et ux

F 24338

IDENTIFICATION REFERENCE

APR 17 8 15 AM '79

FELIX A. NICHOLSON JR. REGISTER
DAVIDSON COUNTY, TENN.

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

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			30000.00-	CO
			22500.00-	MO
			78.00	CO TX
			20.50	MO TX
			.50	PRFEE
			8.00	WDEED
				CHECK 107.00-
6272	A	04/17/79		BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 24338

T
IDENTIFICATION REFERENCE

APR 17 8 15 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 677603