BOOK 5425 PAGE 369

This Instrument Was Prepared By:
Wilkins, Adams & Spicer, Attys.
3835 Cleghorn Avenue
Nashville, Tennessee 37215

INSTALLMENT DEED

For and in Consideration of the sum of FORTY THOUSAND AND NO/100---------- Dollars, of which FIVE THOUSAND AND NO/100---------- Dollars, has been paid in cash by C. E. Hester the receipt of which is hereby acknowledged, and for the remainder THIRTY FIVE THOUSAND AND NO/100---------- Dollars, the said C. E. Hester has executed his promissory note of even date herewith wherein C. E. Hester promises to pay to Dollie F. Parker the principal amount of $35,000.00, together with interest thereon at the rate of 9% per annum in 240 equal, consecutive monthly installments of $314.91 beginning June 1, 1979, and if not paid before, the remainder shall be due and payable on May 1, 1999, said note

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

have this day bargained and sold, and do hereby transfer and convey unto the said C. E. Hester, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being parts of Lots Nos. 25 and 26 on the plan of Sharpe and Horn's 5th Addition of record in Book 332, page 70, Register's Office for said County, described according to a survey made by Stephen A. Draper, Surveyor, dated May 23, 1954, as follows: BEGINNING at a point in the westerly margin of Porter Road, said point being located (1) northwardly 58 feet along the westerly margin of Porter Road from the intersection thereof with the northerly margin of McKennie Avenue, formerly Carter Street, and (2) at the northeast corner of the property conveyed to Joe S. Richardson and wife, by deed from Dolly White Parker and husband, of record in Book 2290, page 299, said Register's Office; thence, with the northerly line of said Richardson's property westwardly 210.45 feet to a point in the line between Lots Nos. 24 and 25 on said plan of Sharpe and Horn's 5th Addition, said point being located northwardly 61 feet along the line between said Lots Nos. 24 and 25 from the northerly margin of McKennie Avenue; thence, with the line between said Lots Nos. 24 and 25 northwardly 96.7 feet to a point, said point being located (1) southwardly 37 feet along the line between said Lots Nos. 24 and 25 from the southerly margin of a 13.5 foot alley and (2) at the southwest corner of the property conveyed to David L. Cook and wife, et al., by deed from Dolly White Parker, of record in Book 5234, page 208, said Register's Office; thence, with the southerly line of said Cook's property eastwardly 231.2 feet to an iron pin in the westerly margin of Porter Road, said iron pin being located southwardly 75.6 feet along the westerly margin of Porter Road from an iron pin at the intersection of the westerly margin of Porter Road and the southerly margin of said 13.5 foot alley; thence, with the westerly margin of Porter Road southwardly 70 feet to the point of beginning. BEING part of the same property conveyed to Dollie F. Parker, being one and the same as Dollie Frances White and Mrs. Dolly White Parker, by two Deeds, one as to Lot No. 25, from Joseph R. West, Clerk and Master of the Chancery Court, Davidson County, Tennessee, and Alvin S. Parker, of record in Book 669, page 163, said Register's Office, and one, as to Lot No. 26, from Joseph M. McHenry, et ux, of record in Book 741, page 47, said Register's Office.

* SEE LAST PAGE

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said grantee, his 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 in hand paid, I, the said grantee

do hereby transfer and convey unto WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said grantee 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 $ 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 interst may appear.

I 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 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 I, the said grantee 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 grantee herein, his 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 WILKINS, ADAMS & SPICER, ATTORNEYS, a partnership, Trustee, shall be vested in said successor.

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 Dollie F. Parker and C. E. Hester hereunto set our hands at Nashville, Tennessee, this the 19th day of April 19 79

Dollie F. Parker

Dollie F. Parker

C. E. Hester

C. E. Hester

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dollie F. Parker

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 19th day of April, 19 79

JOHN V. ADAMS NOTARY PUBLIC DAVIDSON LARGE STATE OF TENNESSEE

John V. Adams, Notary Public.

Commission Expires 3-8-80

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named C. E. Hester

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

JOHN V. ADAMS NOTARY PUBLIC DAVIDSON LARGE STATE OF TENNESSEE

Witness my hand and official seal at Nashville, Tennessee this 19th day of April, 19 79

John V. Adams, Notary Public.

Commission Expires March 8, 1980

STATE OF TENNESSEE
Davidson County

BOOK 5425 PAGE 372

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

* It is expressly understood and agreed that the transfer of the aforesaid property to a Grantee who proposes to assume the indebtedness secured hereby, without the prior written consent of the holder of said indebtedness, shall constitute a default hereunder, and that the holder of the indebtedness shall have the right to change the terms of the loan as a condition of giving such consent.

INSTALLMENT DEED F 2 5 6 5.3

FROM C. E. Hester

IDENTIF. REFERENCE

TO Dollie F. Parker

APR 24 11 36 AM '79

FELIX Z. WILSON JR. REGISTER DAVIDSON COUNTY, TENN.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

Row 1, Box 8 dp

TOILET CO., NASHVILLE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 40,000.00

Diane Parker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF April, 1979.

John V. Dibona
Notary Public

MY COMMISSION EXPIRES: 3-8-82

(AFFIX SEAL)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY
WILKINS, ADAMS & SPICER, ATTORNEYS
401 Union Street, Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
C. E. Hester (NAME)	same (NAME)	83-3
Lori Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	46
Mt. Juliet, Tennessee 37122 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

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

BOOK 5425 PAGE 373

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
			40000.00-	CO
			35000.00-	MO
			104.00	CO TX
			33.00	MO TX
			.50	PRFEE
			8.00	WDEED
			CHECK	145.50-
			8043A04/24/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 25653

IDENTIF. REFERENCE T

APR 24 11 38 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 679329