| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS: |
|---|---|---|
| (NAME) | (NAME) | |
| William G. Scott | Same | 73-1-108KS |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| 2722 Bobby Avenue Nashville 37216 | Nashville, 37216 Tenn. | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

## INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Twenty Nine Thousand, Five Hundred Dollats ($29,500.00) DOLLARS and no/100----------

of which $3,770.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

William G. Scott and wife Patty C. Scott have executed their Installment Deed Note of even date payable to Mary She Hesselberg in the amount of $25,730.00, payable as follows: Beginning on the 15th day of June 1979 and a like amount on the 15th day of each and every consecutive month thereafter for a period of 180 months, said payments to be $227.17 bearing interest at 9½% per annum, first applied to interest and balance to principal. The 181payment, the unpaid balance will be due and payable. Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date.

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. Mary Sue Hesselberg ~~herein~~

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

William G. Scott and wife Patty C. Scott

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 44 on the Map of Happy Valley, Section C, not of record and described according to a survey made by Z. T. Wilkerson, Surveyor, Sept. 2, 1945, as follows: Beginning on the southerly margin of Bobby Avenue at a point 475 feet east of the easterly margin of Cooper Lane, being the corner of Lots Nos. 43 and 44; thence with the line between said two lots, southwardly 140 feet to the northerly line of the McDonald Land; thence with said line, eastwardly 75 feet to the corner of Lots 44 and 45; thence with the line between said two lots, northwardly 140 feet to the southerly margin of Bobby Avenue; thence with said Avenue Westwardly 75 feet to the beginning.

Being the same property conveyed to Mary Sue Hesselberg by deed from James R. Burklin and wife Gladys G. Burklin, recorded in Book 5277, Page 342. R.O.D.C., Tenn.

This is improved (X) unimproved ( ) property known as 2722 Bobby Avenue, Nashville, Tennessee 37216
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

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 Charles A. Yancey, 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 $ 30,000.00 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:

BOOK 5433 PAGE 28

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 the grantors 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 27th day of April 19 79.

William G. Scott
William G. Scott

Mary Sue Hesselberg
Mary Sue Hesselberg

Patty C. Scott
Patty C. Scott

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 29,500.00

William G. Scott
Affiant

Subscribed and sworn to before me, this the 1 day of May 19 79

My commission expires (Affix Seal) 10/18/81

Charles A. Yancey
Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Charles A. Yancey, a Notary Public in and for said County and State, the within named William G. Scott and wife Patty C. Scott 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, Tenn. this 27 day of April 19 79

Commission Expires 10-18-81

Charles A Yancey
Notary Public.

X STATE OF ~~TENNESSEE~~ WISCONSIN
COUNTY OF ~~DAVIDSON~~ Sauk

*Personally appeared before me,* Jane M. Franzen, *a Notary Public in and for said County and State,* County of Sauk, State of Wisconsin Mary Sue Hesselberg

*the within named 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* Baraboo, Wisconsin
*this* 3rd *day of* May, *19* 79

Jane M. Franzen
Notary Public

*Commission expires* October 20, 1980

This instrument was prepared by:

Chas A Yancey - 19 Music Sq west City
Name Address

1550 INSTALLMENT DEED CHECK 05/09/79

From Mary Sue Hesselberg

To William G. Scott et al

F. 28391

RUSH

IDENTIF. REFERENCE

MAY 9 11 03 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO. 1005—HESSEY 8.1.75

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

BOOK 5433 PAGE 29

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 |
|---|---|---|---|---|
| | | | 29500.00- CO | |
| | | | 25730.00- MO | |
| | | | 76.70 CO TX | |
| | | | 23.70 MO TX | |
| | | | .50 PRFEE | |
| | | | 4.00 WDEED | |
| | | | CHECK | 104.90- |
| 1550A05/09/79 | | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.2839

IDENTIF. REFERENCE

MAY 9 11 03 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 682727