THIS INSTRUMENT PREPARED BY [illegible], ATTORNEY AT LAW,
320 GALLATIN ROAD,
MADISON, TN. 37115

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DALE KIMBROUGH ET UX	Same	MAP 43-16
(NAME)	(NAME)	
100 VANDIVER DRIVE	Box 28-A	PARCELS 51 & 52
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	11D-51845
MADISON, TN. 37115	Rt. 2, Goodlettsville, Tn. 37072	11D-51840
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND AND NO/100----------
----------($30,000.00)----------*Dollars,*
of which THREE THOUSAND AND NO/100----------
----------($3,000.00)----------*Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder TWENTY-SEVEN THOUSAND AND NO/100------
----------($27,000.00)----------*Dollars,*
the grantees hereinafter named,
have executed
their joint promissory note herewith payable to A. H. Cardwell and wife, Margaret H. Cardwell in the original principal amount of $27,000.00, to be paid in 120 monthly installments of $342.03, said installments include principal and interest at the rate of 9%, the terms of said note are incorporated hereby by reference as fully as if copied herein verbatim,

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, A. H. CARDWELL and wife, MARGARET H. CARDWELL, hereinafter called the grantors,
have this day bargained and sold, and do hereby transfer and convey unto the said DALE KIMBROUGH and wife, DONNA GAIL KIMBROUGH, herein called the grantees, their
x(xxxxxxxxx)x *heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Land in the 11th, formerly the 19th, Civil District of said County, being part of Lot No. 9 on the plan of the Anderson Estates, as of record in Book 1130, page 37, Register's Office for said County; being the northerly 25 feet front and 9.9 feet rear of Lot No. 1 and all of Lot No. 2 on the plan of Vandiver's Subdivision of the easterly part of said Lot No. 9 of the Anderson Estates, not of record, described according to a survey made by Ewell Anderson, Surveyor, July ___1944, as follows: BEGINNING on the easterly margin of Vandiver Drive at a point 25 feet north of the property conveyed to Walter Draugnn and wife, by deeds from John C. Vandiver and wife, of record in Book 1283, page 347, and book 1291, page 135, said Register's Office; thence with the easterly margin of said Drive, northwardly 75 feet to the corner of Lots Nos. 2 and 3; thence with the line between said two lots, eastwardly 292.5 feet to the low water mark of the Cumberland River; thence with said low water mark, southwardly 60 feet to a point 20.1 feet north of Draugnn's northeasterly corner; thence westwardly 304 feet, more or less, to the beginning.
BEING the same property conveyed to A. H. CARDWELL and wife, MARGARET H. CARDWELL, by deed from JEROME A. TUNSTILL and wife, DAISY LOIS TUMSTILL, of record in Book 1431, page 132, Register's Office for said County.

(CONTINUED)

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 31st day of May 19 79

Affiant

My commission expires Dec 26 1979 (Affix Seal)

Notary Public

TRACT NO. 1: Land in the 11th, formerly the 19th Civil District of Davidson County, Tennessee, being part of Lot No. 9 on the Plan of the Anderson Estates, as of record in Book 1130, page 37, Register's Office for said County, described as follows: BEGINNING at the northeast corner of Old Hickory Boulevard and Vandiver Drive; thence with the easterly margin of said Drive northwardly 50 feet; thence eastwardly 306 feet, more or less, to the low water mark of the Cumberland River; thence with said low water mark, southwardly 50 feet to the northerly margin of Old Hickory Boulevard; thence with said Boulevard westwardly 315 feet to the beginning.

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TRACT NO. 2: Land in the 11th, formerly the 19th Civil District of said County, being part of Lot No. 9 on the plan of the Anderson Estates, as of record in Book 1130, page 37, Register's Office for said County, being the southerly 25 feet front and 20.1 feet rear of the northerly 50 feet front and 30 feet rear of Lot No. 1 on the plan of Vandiver's Subdivision of the easterly part of said Lot No. 9 of the Anderson Estates, not of record, and described according to survey made by Ewell Anderson, Surveyor, July ___1944, as follows: Beginning on the easterly margin of Vandiver Drive at the northwest corner of the property conveyed to Walter Draughn and wife, by deeds from John C. Vandiver and wife, of record in Book 1283, page 347, and Book 1291, page 135, said Register's Office; thence with the easterly margin of said Drive northwardly 25 feet to a point 25 feet south of the corner of Lots Nos. 1 and 2; thence eastwardly 304 feet more or less, to the low water mark of the Cumberland River; thence with said low water mark southwardly 20.1 feet to Draughn's northeasterly line; thence with Draughn's northerly line westwardly 306 feet, more or less, to the beginning.
BEING the same property conveyed to ARTHUR H. CARDWELL and wife, MARGARET H. CARDWELL, by deed from MRS. MARY H. WRIGHT, a widow of Buford L. Wright, of record in Book 4815, page 98, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description but EXCLUDED from this conveyance is a portion of the above described real estate having been conveyed from the grantors by that deed of record in Book 4220, page 565, said Register's Office, and being more particularly described as follows:
BEGINNING at a point in the Northerly Right of Way line of Old Hickory Boulevard, said point being 50 feet left of Centerline Station 117 + 81, of Old Hickory Boulevard, running in a Southwesterly direction along the Northerly margin of Old Hickory Boulevard, 195 feet, more or less, to a point on the beginning of a curve; thence running around said curve 40 feet, more or less, to a point on the Easterly margin of Vandiver Drive; thence running Northwesterly 22 feet, more or less, along the Easterly margin of Vandiver Drive to a point; thence running Easterly 68 feet, more or less, to a point; thence running Northeasterly 149 feet, more or less, to a point; thence running Southeasterly 41 feet, more or less, back to the point of beginning, containing 0.21 acres, more or less.

unimproved ( )
This is improved ( ) property, known as ..... (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 grantees, their ..... xxxxxxxxxx; *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* grantees, their ..... xxxxxxxxxx *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 grantees ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III ....., *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.

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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 31st *day of* May, *19* 79.

A. H. Cardwell
(A. H. Cardwell)

Margaret H. Cardwell
(Margaret H. Cardwell)

Dale Kimbrough
(Dale Kimbrough)

Donna Gail Kimbrough
(Donna Gail Kimbrough)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* A. H. Cardwell and wife, Margaret H. Cardwell; and Dale Kimbrough and wife, Donna Gail Kimbrough

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 ..... *Tennessee, this* 31st *day of* May, *19* 79

NOTARY PUBLIC

Marion W. Smith, *Notary Public*

Commission expires Nov 26, 1979

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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
A. H. Cardwell et ux

TO
Dale Kimbrough et ux

F 33522

IDENTIF. REFERENCE

JUN 8 9 49 AM '79

FEE $ ..... REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

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	
			27000.00- MO	
			78.00 CO TX	
			25.00 MO TX	
			.50 PRFEE	
			8.00 WDEED	
			CHECK 111.50-	
			8079A06/08/79 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 33522

IDENT. REFERENCE

JUN 8 9 49 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 689052