This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

ROY C. SMITH

TO

HAROLD P. HUDGINS, ET AL

For draftsman's use

Prepared By:
Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HAROLD P. HUDGINS, ET AL (NAME)	NEW OWNER (NAME)	Map 61-4
2101 Fernwood Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 131
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	15DZ-26615

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

JUL 19 8 51 AM '79

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$41,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF July, 19 79

Notary Public

MY COMMISSION EXPIRES: 8-5-80

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ---FORTY-ONE THOUSAND, FIVE-HUNDRED AND 00/100 ($41,500.00)---------- DOLLARS

of which $ 10,375.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed one promissory note of even date rewith in the principal sum of $31,125.00, payable in 40 consecutive quarterly stallments as follows: Thirty-nine (39) consecutive quarterly installments of 8.12 each, plus interest at the rate of 9-1/2% per annum on the unpaid ncipal sum, and a fortieth (40th) and final consecutive quarterly installt payment in the amount of $778.32 plus interest, interest being at the e of 9-1/2% per annum on the unpaid principal sum. The first payment ling due on the 17th day of October, 1979, and thereafter, said consecutive rterly installment payments shall continue quarterly on the 17th day of nuary, April, July and October of each consecutive year as aforeaid until h principal and interest are fully paid. Amounts paid will be credited first interest due; balance to unpaid principal sum. Said note is payable to** 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,

ROY C. SMITH

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto HAROLD P. HUDGINS AND COOPER CORPORATION, a Tennessee corporation,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

ng Lot No. 12 of Block 2 on the Map of A. J. McGaughey's Second Haysboro odivision, as of record in Book 547, Page 43, Register's Office for said nty, described according to a survey by Barge-Waggoner and Sumner, Inc., gineers, dated April 23, 1956, as follows:

ginning on the westerly margin of Brush Hill Road at the common corner of ts Nos. 11 and 12 as shown on said plan and survey; thence North 79 degrees minutes West 289.5 feet to an iron pin; thence North 6 degrees 33 minutes st 82.25 feet to an iron pin; thence North 7 degrees 45 minutes East 72.35 et to the southwest corner of Lot No. 13 as shown on said survey; thence with e line between said Lots 12 and 13, South 68 degrees 38 minutes East 304.85 et to the westerly margin of said Brush Hill Road, and thence with said rgin of said Road, South 10 degrees 56 minutes West 98 feet to the beginning.

ng the same property conveyed to Roy C. Smith by deed from A. C. Briggs, , and James E. Bates, of record in Book 2635, Page 349, Register's Office Davidson County, Tennessee.

e spouse of Roy C. Smith joins in this conveyance for the purpose of nveying any marital rights or interest she may have in said property.
s instrument is subject to an easement for sanitary sewers and/or storm*

unimproved ( )
his is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

inage of record in Book 4191, Page 637, said Register's Office.
ntor and given as part of the purchase money on the herein described

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 Tom G. Coleman, Jr. 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 insurable interest 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:

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 advise 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 grantees 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 17th day of July 19 79.

COOPER CORPORATION

Harold P. Hudgins

By: Joseph B. Cooper
Joseph B. Cooper, President

Roy C. Smith

Pauline Smith

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... , a Notary Public in and for said County and State, the within named Roy C. Smith and wife, Pauline Smith and Harold P. Hudgins 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, Tennessee Tennessee, this 17th day of July, 19 79.

SANDRA SMITH NOTARY PUBLIC

Notary Public.

Commission expires 8·3·80.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Joseph B. Cooper, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Cooper Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee this 17th day of July, 19 79.

SANDRA SMITH NOTARY PUBLIC

Notary Public.

Commission expires 8·3·80.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5487 PAGE 485

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
7395A07/19/79	BAL		41500.00- CO 31125.00- MO 107.90 CO TX 29.10 MO TX .50 PRFEE 6.00 WDEED CHECK	143.50- .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 408872

IDENTIF. REFERENCE

JUL 19 8 51 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 698097