This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

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Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
F. H. Tompkins and Charles Biter	CHARLES BITER	118-1-343,
(NAME): SUITE 1307 - 315 UNION ST	(NAME): SUITE 1307 315 UNION ST.	346 and 345
(STREET ADDRESS OR ROUTE NUMBER): NASHVILLE, TN. 37201	(STREET ADDRESS): NASHVILLE, TN 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Ninety Five Thousand and no/100---------- ($95,000.00) ---------- *Dollars, of which* Twenty Five Thousand and no/100---------- ($25,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seventy Thousand and no/100---------- ($70,000.00) ---------- *Dollars,*

F. H. Tompkins and Charles Biter *have executed* their promissory note of even date herewith in the principal amount of $70,000.00 payable to the order of John P. Hooper in 180 monthly installments of $689.32, each, which installments include both principal and interest at 8½% per annum, the first of said installments falling due on November 5, 1979 and the others on the same day of each successive month thereafter until said note is paid in full, and no prepayment privilege prior to January 1, 1980,

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, I, John P. Hooper and wife, Katie Hooper *have this day bargained and sold, and do hereby transfer and convey unto the said* F. H. Tompkins and Charles Biter *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Three Tracts of land in Davidson County, Tennessee, described as follows to-wit:

TRACT 1:

Parcel 1:
Being the easterly half of Lot No. 118 and the easterly half of the northerly half of Lot No. 117 on the Plan of L. G. Noel's Idlewild Property, not of record, but according to blue print made by John Wilkes, May 11, 1911, said parts of said Lots Nos. 118 and 117 are described as follows:
Beginning at a point in the westerly margin of Sherbourne Avenue 265 feet south of the southwest corner of Sherbourne and Halcyon Avenues; running thence southerly along the west margin of Sherbourne Avenue 75 feet to a point; thence westerly and parallel to the southerly line of Lot No. 117, 100 feet to a dead line; thence northerly 75 feet to a point in the north margin of Lot No. 118; thence easterly along said north line of Lot No. 118, 95 feet to the point of beginning.

Parcel 2:
Being the westerly half of Lot No. 118 and the westerly half of the northerly half of Lot No. 117 on the Plan of the L. G. Noel's Idlewild Property, not of record, but according to a blue print made thereof by John Wilkes on May 11, 1911, said parts of said lots are described as follows:
Beginning at a point in the easterly margin of Pomeroy Avenue, now 10th Avenue South, which point is 265 feet southerly from the south margin of Halcyon Avenue; thence southerly along the east margin of 10th Avenue South, 75 feet to a point; thence easterly and parallel with the south line of Lot No. 117, 89-3/4 feet to a dead line; thence northerly 75 feet to a point in the north margin of Lot No. 118 and thence westwardly and with the north margin of Lot No. 118, 87-1/2 feet to the point of beginning.

TRACT 2:

Lot No. 113 on the Map of Dr. L. G. Noel's lots Idlewild according to blue print of said plan said Lot No. 113 is described as follows:
Beginning at the northwest corner of Sherbourne Avenue and the first alley north of Kirkwood Avenue, and being the southeast corner of said Lot No. 113; thence with the westerly margin of said avenue northerly 70.8 feet to the corner of Lots Nos. 113 and 114; thence westerly with the line between said two lots 220 feet more or less to the easterly margin of Pomeroy Avenue; thence with the easterly margin of said avenue southerly 110.7 feet to the northerly margin of said alley; thence with the northerly margin of said alley easterly 260 feet more or less to the beginning.

TRACT 3:

Being Lot No. 114 on the Plan of L. G. Noel's Idlewild property, not of record, but according to a blue print made thereof by John Wilkes on May 11, 1911, described as follows:
Beginning at a point 70.8 feet north of the northwest corner of intersection of Sherbourne Avenue and the first alley north of Kirkwood Avenue, said point being a common corner of Lots Nos. 113 and 114; thence with the north line of Lot No. 113 westwardly 220 feet more or less to a point in the east margin of 10th Avenue South formerly Pomeroy Avenue, said point being 110.7 feet north of the northeast corner of 10th Avenue South and the first alley north of Kirkwood Avenue and being the northwest corner of Lot No. 113; thence with said east margin of 10th Avenue South northwardly 81 feet to a point, said point being the southwest corner of Lot No. 115; thence with the south line of Lot No. 115 eastwardly 196 feet more or less to a point in the west margin of Sherbourne Avenue; thence with said west margin of Sherbourne Avenue south 50 feet to the point of beginning.

Being the same property conveyed to John P. Hooper by deed from Frances H. Sheridan and husband, William F. Sheridan of record in Book 5203, page 302, said Register's Office, and by deed of correction recorded simultaneously herewith.

This conveyance is subject to an easement for sewer purposes granted City of Nashville by W. F. Sheridan et ux of record in Book 1174, page 91, said Register's Office.

In the event of the sale either parcel 1 or 2 of Tract 1, Tract 2 or Tract 3, seller agrees to release said parcel or tracts from the lien retained herein upon the payment by buyer of $16,500.00 of the principal amount as to each parcel or tract.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 95,000.00

Subscribed and sworn to before me, this the 2nd day of Oct. 19 79

X Charles [illegible]
Affiant

My commission expires: 4/21/80 (Affix Seal)

Mary [illegible]
Notary Public

unimproved ( )
This is improved (X) property, known as 2807, 2809, 2813 A & B, and 2815 A & B Sherbourne Avenue, Nashville, TN
(House Number) (Street) P.O. Address: (City or Town)

2806 and 2808 10th Avenue, South, Nashville, Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees 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 Grantees, 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 installaments 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 Joseph B. Pitt, Jr. *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 2ND *day of* Oct., *19* 79

John P. Hooper

John P. Hooper

Katie E Hooper

Katie Hooper

F. H. Tompkins Flora V Tompkins

Charles Biter Charles Biter

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Emery, *a Notary Public in and for said County and State,* John P. Hooper, and wife, Katie Hooper and F. H. Tompkins Charles Biter

*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 Nashville, *Tennessee, this* 2nd *day of* Oct., *19* 79

Mary Emery *Notary Public*

Commission expires 4/21/80

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF.....

COUNTY OF.....

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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.....

6135 10/03 327.50- CHECK

F. 5 5 7 3 4

IDENTIF. REFERENCE

OCT 3 12 22 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201

237238

INSTALLMENT DEED

FROM

John P. Hooper et ux,

TO

F. H. Thompkins & Charles Biter

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

95000.00- CO
70000.00- MO
247.00 CO TX
66.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 327.50-
6135A10/03/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5 5 7. 3 4

IDENTIF. REFERENCE

OCT 3 12 22 PM '79

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 716304