OZIER AND DARROW
TTORNEYS AT LAW
8th FLOOR 3rd NATIONAL BANK
ASHVILLE, TENN. 37219

Installment Deed

BOOK 5543 PAGE 484

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert E. Hunley et al	SAME	53-7--85
(NAME): 2215- Hadley, Ave.	(NAME):	LW- 620
(STREET ADDRESS OR ROUTE NUMBER): Old Hickory, 37138- Tenn.	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE THOUSAND AND NO/100----------
----------($35,000.00)----------*Dollars,*
of which FIVE THOUSAND AND NO/100----------
----------($5,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND AND NO/100----------
----------($30,000.00)----------*Dollars,*

Robert E. Hunley and Jerry W. Hunley *have executed*

one note of even date herewith in the principal sum of $30,000.00 payable to the order of James M. Pedigo in 180 monthly installments of $331.80 each, which includes both principal and interest at the rate of 10-1/2% per annum, the first installment falling due on the 1st day of January, 1980, and the others monthly thereafter until the principal and interest have been paid in full, and privilege of prepayment is reserved,

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, We, James M. Pedigo, Jr. and wife, Sandra M. Pedigo

have this day bargained and sold, and do hereby transfer and convey unto the said Robert E. Hunley and Jerry W. Hunley, their

~~XXXXXXX~~ *heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

Being the south 12 feet of Lot 18 all of Lot 19 and the north 18 feet of Lot 20 of Block 2 on the plan of Dabbs and Elliott's subdivision No. 1, Old Hickory, Tennessee, known as "Dupontonia" as of record in Book 548, page 97 of the Register's Office of Davidson County, Tennessee.

Said part of Lot No. 18, Lot No. 19 and part of Lot No. 20 front together 55 feet on the east side of concrete drive and extends between parallel lines east 120 feet to an alley in the rear and measures 55 feet on said alley, including but excluding that part of the above described property conveyed to the State of Tennessee, by deed of record in Book 5297, page 920, said Register's Office.

Being part of the same property conveyed to James M. Pedigo, Jr. by deed from Dr. J. M. Pedigo and wife of record in Book 2928, page 520, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Subscribed and sworn to before me, this the 12 day of December, 1979

Affiant

My commission expires: (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This is improved (XX) unimproved ( ) property, known as 2215- Hadley, Ave. (House Number) Old Hickory (Street) Tenn. 37138 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 Robert E. Hunley and Jerry W. Hunley, their

~~XXXXXX~~ *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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert E. Hunley and Jerry W. Hunley, their

~~XXXXXX~~ *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 Robert E. Hunley and Jerry W. Hunley

hereinafter referred to as trustors, hereby transfer and convey unto Russell C. Vardell, *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 $30,000.00, *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.

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 Registers 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.

Witness hand this 1st *day of* December, *19*79, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Robert E. Hunley

Jerry W. Hunley

James M. Pedigo, Jr.

Sandra M. Pedigo

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Robert E. Hunley and Jerry W. Hunley

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* 12th *day of* Dec., *19*79.

Dell Reynolds
Notary Public

Commission expires My Commission Expires Jan. 15, 1983

STATE OF
COUNTY OF }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James M. Pedigo, Jr. and wife, Sandra M. Pedigo

the within named bargainor.S., 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 , *Tennessee, this* 7th *day of* Dec., *19*79.

MARY JUDITH MOORE
Notary Public, Boro. of Media, Del. Co.

Notary Public

Commission expires DEC 09 1979

Commission expires My Commission Expires July 19, 1982

INSTALLMENT DEED

FROM James M. Pedigo et ex

TO Robert E. Hunley et al

F67986

IDENTIF. REFERENCE

DEC 13 1 59 PM '79

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

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5543 PAGE 486

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
			35000.00-	CO
			30000.00-	MO
			91.00	CO TX
			28.00	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	125.50-
1716A	12/13/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F67986

IDENTIF. REFERENCE

DEC 13 1 59 PM '79

REGISTER
DAVIDSON COUNTY, TENN.

No. 731419