THIS INSTRUMENT PREPARED BY
DOZIER AND DARROW
ATTORNEYS AT LAW
18th FLOOR 3rd NATIONAL BANK
NASHVILLE, TENN. 37219

Installment Deed

BOOK 5545 PAGE 685

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DAVID R. HINDS	SAME	146-15
(NAME:) 5130 OVERTON ROAD	(NAME:)	Par 172 Js
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TN. 37220	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

146
15
172

FOR AND IN CONSIDERATION of the sum of SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100----------($66,500.00)----------*Dollars,*

of which EIGHT THOUSAND AND NO/100----------($8,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FIFTY EIGHT THOUSAND FIVE HUNDRED AND NO/100----------($58,500.00)----------*Dollars,*

David R. Hinds, unmarried *has executed* one note of even date herewith in the principal sum of $58,500.00, payable to the order of Ben C. Wade III, David Thomas Wade and Jean W. Scott in 37 monthly installments of which 36 of said installments are for $557.11 each, which includes both principal and interest at the rate of 11% per annum and for the 37th installment the balance of said note plus interest at the rate of 11% per annum, the first installment falling due on the 15th day of January, 1980, and the others monthly thereafter until the principal and interest have been paid in full. Privilege is reserved for prepayment without penalty at anytime during said 36 months.

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, Ben C. Wade III, David Thomas Wade and Jean W. Scott

have this day bargained and sold, and do hereby transfer and convey unto the said David R. Hinds, unmarried, his

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

Land in Davidson County, Tennessee, being Lot No. 807 on the Plan of Brentwood Hall, Section 8, as of record in Book 2330, page 52, Register's Office for said County, described as follows;

Beginning on the easterly margin of Overton Road at the corner of Lots Nos. 806 and 807; thence with the line between said two lots eastwardly 208 feet; thence south 7° 08' west 48 feet; thence south 47° 39' west 83.9 feet to the corner of lots Nos. 807 and 808; thence with the line between said two lots westwardly 150 feet to the easterly margin of Overton Road; thence with same northwardly 110 feet to the beginning.

Being part of the property devised to Ben C. Wade III, David Thomas Wade and Jean W. Scott by Will of Janet E. Wade, Deceased, of record in Will Book 128, page 477 Probate Court for Davidson County, Tennessee.

12/19 241.50 CHECK

2739

RAYMOND H. DARROW NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 66,500.00

Affiant

Subscribed and sworn to before me, this the 18th day of December, 1979

My commission expires My Commission Expires Jan. 15, 1983 (Affix Seal)

Notary Public

This is unimproved ( ) improved ( ) property, known as 5130 Overton Road (House Number) (Street) Nashville, Tennessee 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 David R. Hinds, unmarried, his (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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* David R. Hinds, unmarried, his (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 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 David R. Hinds, *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow, *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 $58,500.00, *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 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 12th day of December, 1979.

Ben C. Wade, III

David Thomas Wade

Jean W. Scott

David R. Hinds

STATE OF LOUISIANA
COUNTY OF

MICHAEL F. LITTLE
Notary Public, Parish of Orleans, La.
My Commission is issued for life.

Personally appeared before me, ... *, a Notary Public in and for said County and State,* BEN C. WADE, III .....

..... *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* he ..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at New Orleans *this* 14th *day of* December, *19*79.

MICHAEL F. LITTLE
NOTARY PUBLIC
PARISH

..... *Notary Public*

Commission expires.....

MICHAEL F. LITTLE
Notary Public, Parish of Orleans, La.
My Commission is issued for life.

STATE OF OREGON
COUNTY OF Clackamas

BOOK 5545 PAGE 688

Personally appeared before me, ..., *a Notary Public in and for said County and State,* DAVID THOMAS WADE

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

Commission expires .....

.....*Notary Public*

WALTER D. DOWNS
NOTARY PUBLIC-OREGON
My Commission Expires 11/15/82

STATE OF OREGON
COUNTY OF Clackamas

Personally appeared before me, ..., *a Notary Public in and for said County and State,* JEAN W. SCOTT

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 12th *day of* December, *19* 79

Commission expires .....

.....*Notary Public*

WALTER D. DOWNS
NOTARY PUBLIC-OREGON
My Commission Expires 11/15/82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Raymond H. Darrow, *a Notary Public in and for said County and State,* David R. Hinds, unmarried

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee,*
this 18th *day of* December, *19* 79

Raymond H Darrow
Notary Public

Commission expires January 15, 1983

INSTALLMENT DEED

FROM
Ben C. Wade, III, et al

TO
David R. Hinds, unmarried

F 68762

IDENTIF. REFERENCE

DEC 19 9 54 AM '79

REGISTER
DAVIDSON COUNTY, TENN.

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5545 PAGE 689

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

68500.00-	CO
58500.00-	MO
172.90	CO TX
56.50	MO TX
.50	PRFEE
12.00	MDEED
CHECK	241.90-
2739A12/19/79 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 6 8 7 6 2

IDENTIF. REFERENCE

DEC 19 9 54 AM '79

REGISTER
DAVIDSON COUNTY, TENN.

No. 732404