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515 02/01 299.50- CHECK

Installment Deed

PREPARED BY
THOMAS M. EVANS, ATTORNEY
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Michael S. Hackett, et ux. (NAME:)	Michael S. Hackett, et ux. (NAME:)	146-10-7
810 Brentview Drive (STREET ADDRESS OR ROUTE NUMBER)	810 Brentview Drive (STREET ADDRESS)	
Nashville, Tennessee 37220 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37220 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ninety Thousand and no/100 ($90,000.00) ---------- *Dollars,*

of which Thirty Five Thousand and no/100 ($35,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Five Thousand and no/100 ($55,000.00) ---------- *Dollars,*

Michael S. Hackett and wife, Cynthia B. Hackett *have* ~~executed~~ *executed* their joint promissory note of even date herewith in the principal sum of Fifty Five Thousand and no/100 ($55,000.00), payable to the order of Ewing Nicholson in twenty four (24) installments, twenty three (23) of which are in the amount of Five Hundred Twenty Three and 78/100 ($523,78) Dollars and the final or twenty fourth (24th) installment in the amount of Fifty Four Thousand Nine Hundred Ninety Nine and 95/100 ($54,999.95) Dollars, payable monthly beginning March 1, 1980, and on the first (1st) day of each consecutive month thereafter, and included in the payments is interest at the rate of eleven (11%) per cent per annum until maturity; ~~and after maturity the makers agree to pay interest at the highest contract rate permitted by law in Tennessee~~

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, EWING NICHOLSON and wife, MARLENE R. NICHOLSON,

have this day bargained and sold, and do hereby transfer and convey unto the said

MICHAEL S. HACKETT and wife, CYNTHIA B. HACKETT, their ~~successors~~, *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 11 on the Map of Fieldcrest Estates, as of record in Book 2331, page 124, Register's Office for said County.

Said Lot No. 11 fronts 215.2 feet on the north side of Brentview Drive and runs back between lines, 224.9 feet on the east line and 223.7 feet on the west line to a dead line on which it measures 179.6 feet.

The above described property was conveyed to Ewing Nicholson and wife, Jessie A. Nicholson by deed from Woodhaven Homes, Inc., of record in Book 2877, page 537, said Register's Office, the said Jessie A. Nicholson having since died.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 90,000.00

Affiant

Subscribed and sworn to before me, this the 31st day of January 19 80

My commission expires: August 6, 1980 (Affix Seal)

Notary Public

This is improved (X) property, known as 810 Brentview Drive (House Number) (Street) Nashville, Tennessee 37220 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 Michael S. Hackett and wife, Cynthia B. Hackett, 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,* except by easements and owner's certificate as set out on the plan of said subdivision which is of record in Book 2331, page 124, and restrictive covenants contained in instruments of record in Book 2542, page 219, and in Book 2877, page 537, Register's Office for Davidson County, Tennessee, and taxes for the year 1980 which have been prorated as of the date hereof and assumed by the grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Michael S. Hackett and wife, Cynthia B. Hackett, 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 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 Michael S. Hackett and wife, Cynthia B. Hackett, *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Evans, *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 $55,000.00, *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 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, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ *on this the* 31st *day of* January, *19*80.

Ewing Nicholson
Ewing Nicholson

Marlene R. Nicholson
Marlene R. Nicholson

Michael S. Hackett
Michael S. Hackett

Cynthia B. Hackett
Cynthia B. Hackett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Mary L. Chenault, *a Notary Public in and for said County and State,* EWING NICHOLSON and wife, MARLENE R. NICHOLSON, and MICHAEL S. HACKETT and wife, CYNTHIA B. HACKETT,

*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* 31st *day of* January, *19*80.

Mary L. Chenault *Notary Public*

Commission Expires August 6, 1980

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

EWING NICHOLSON, ET UX.

TO

MICHAEL S. HACKETT, ET UX.

F 7 4 7 3 9

RUSH

IDENTIF. REFERENCE

FEB 1 11 09 AM '80

FELIX A. JOHNSON II 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

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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
			90000.00- CO	
			65000.00- MO	
			234.00 CO TX	
			53.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 293.50-	
			0515A02/01/80 REC .01	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F74739

IDENTIFICATION REFERENCE

FEB 1 11 10 AM '80

REGISTER

No. 739911