Installment Deed

Prepared by
Pedigo, Sampson
Stahlman Bldg.
Nashville, Tenn. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Donald Abdo etals	Same	75-4-238
4716 Phoenix Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	BOOK 5562 PAGE 125
Hermitage Tenn 37076 (CITY) (P.O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and No/100 ----------

----------($100,000.00)---------- *Dollars,*

of which Twenty Three Thousand and No/100 ----------

----------($23,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy Seven Thousand and No/100--

----------($77,000.00)---------- *Dollars,*

Donald Abdo and wife, Ruby O. Abdo and Marvin E. Wingerter and wife, Marion G. Wingerter *have executed*

one note of even date in the original principal amount of $77,000.00, payable to the order of Ray Tarkington, Trustee in 36 monthly installments, beginning May 1, 1980, the 1st 35 installments will be for $1,500.00, plus interest on the unpaid principal balance and 36th or final installment will be for the unpaid principal balance plus interest. Said note bears interest at the rate of 15% per annum.

It is agreed to by all parties hereto that if in the event the Installment Deed Note described herein is not paid in full on or before November 1, 1980, then the purchase price of the property shall increase $5,000.00 and the same shall be paid in cash by the grantees or added to the unpaid principal of the note and bear interest as heretofore stated.

In the event the note is not paid in full on or before May 1, 1981, then the purchase

(continued on second page)

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, Ray Tarkington, Trustee

have this day bargained and sold, and do hereby transfer and convey unto the said Donald Abdo and wife, Ruby O.Abdo and Marvin E. Wingerter and wife, Marion G. Wingerter

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 2 on the Resubdivision of Lot No. 2, Addition to Tulip Grove, of record in Book 5190, page 354, Register's Office for said County, to which reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to Ray Tarkington, Trustee, by deed from Chevron U. S. A., Inc., a California Corporation, of record in Book 5346, page 523, 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 $ 100,000.00

Subscribed and sworn to before me, this the 1 day of Feb 19 80

Affiant

My commission expires: 10-17-83 (Affix Seal)

Notary Public

price of the property shall increase another $5,000.00 and the same shall be paid in cash by the grantees or added to the unpaid principal balance of the note and bear interest as heretofore stated.
In the event the note is not paid in full on or before May 1, 1982, then the purchase price of the property shall increase another $5,000.00, and the same shall be paid in cash by the grantees or added to the unpaid principal balance of the note and bear interest as heretofore stated.
It is agreed that in the event the note is paid in full after an increase in the purchase price has been made and prior to another increase being made on the date of payment of said note in full that the last increase in the purchase price shall be pro rated and credited on the principal amount due at pay off if note is paid in full. No credit shall be made if note is not paid in full prior to due date.

unimproved ( )
This is improved ( ) property, known as 4601 Andrew Jackson Parkway (House Number) (Street) Hermitage, Tenn. 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 Donald Abdo and wife, Ruby O. Abdo and Marvin E. Wingerter and wife, Marion G. Wingerter *their (successors), heirs and assigns forever.* I *covenant that* I am *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 Declaration of restrictions contained in instrument of record in Book 5346, page 529, said Register's Office, and also except as to the 1980 property taxes which have been pro-rated and assumed by grantee.

I *further covenant and bind* myself, my successors ~~XXX~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* Donald Abdo and wife, Ruby O. Abdo and Marvin E. Wingerter and wife, Marion G. Wingerter *(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 Donald Abdo and wife, Ruby O. Abdo and Marvin E. Wingerter and wife, Marion G. Wingerter *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, 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 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 1st *day of* February, *19* 80

Ray Tarkington, Trustee

Donald Abdo

Ruby O. Abdo

Marvin E. Wingerter

Marion G. Wingerter

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* [redacted] and Donald Abdo and wife, Ruby O. Abdo and Marvin E. Wingerter and wife, Marion G. Wingerter

*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* 1st *day of* Feb, *19* 80.

Oliver W. Peden, Notary Public

Commission expires 10-17-82

NOTARY PUBLIC at large

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pirtle, *a Notary Public in and for said County and State,* Ray Tarkington, Trustee

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

Witness my hand and official seal at Nashville, Tennessee
this 1st *day of* February, *19* 80

Dewey W. Pirtle *Notary Public*

Commission expires 10-17-82

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 .....

IDENTIFICATION REFERENCE
FEB 1 2 57 PM '80
REGISTER

F74809

RUSH

58B 32/81 347.50- CHECK

INSTALLMENT DEED

FROM

TO

Chicago Title Insurance Company
First American Center — Phone 255-1631
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
			100000.00-	CO
			77000.00-	MO
			260.00	CO TX
			75.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 347.50-
0580A02/01/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F74809

REGISTER'S OFFICE

FEB 1 2 57 PM '80

No. 739982