This Instrument Prepared By:
Dale L. Stegall
Harwell Barr Martin & Sloan
400 Home Federal Building
Nashville, Tennessee 37219

INSTALLMENT DEED

BOOK 5588 PAGE 819

Address New Owners as Follows:	Send Tax Bills To:	Map & Parcel No.:
Homer Gene Hunley and wife,	Thomas N. Bateman	29
Sandra K. Hunley	221 South Third Street	
Bernard Road	Clarksville, TN 37040	279
Nashville, TN 37212		

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND TWO HUNDRED FORTY ($30,240.00) DOLLARS, of which Five Thousand ($5,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Twenty-five Thousand Two Hundred Forty ($25,240.00) Dollars, the Grantees, HOMER GENE HUNLEY and wife, SANDRA K. HUNLEY have executed a Promissory Note, dated February 18, 1980, payable in ten (10) equal annual installments, with interest at 9-1/2% per annum, to Charles R. Jackson and to Elizabeth Averitt and Thomas N. Bateman, Co-Executors of the estate of Carlton Averitt, deceased, 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, Charles R. Jackson, individually, and Elizabeth Averitt and Thomas N. Bateman, as Co-Executors of the estate of Carlton Averitt, deceased, have this day bargained and sold, and do hereby transfer and convey unto the said Homer Gene Hunley and wife, Sandra K. Hunley, as Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Beginning at an iron pin in the margin of Bernard Road, thence south 89° 54' 23" East 268.0 feet to a point; thence south 3° 54' East 1366.76 feet to a point; thence south 89° 18' West 375.03 feet to a marked tree; thence north 00° 35' 00" East 1368.73 feet to the point of beginning, said Tract 1 to contain 10.08 acres, more or less, according to a survey dated October 6, 1979 of the Benjamin M. Bernard estate, by G. Barry Greer, Tennessee Registered Surveyor No. 211.

Being a portion of the same property conveyed to Carlton Averitt and Charles R. Jackson, by deed of record in Book 5341, page 88, said Register's Office.

The said Carlton Averitt died testate on the 5th day of June, 1979, naming as his Co-Executors, Elizabeth Averitt and Thomas N. Bateman under his Will which appears of record in Will Book AF, page 153, in the County Court Clerk's Office for Montgomery County, Tennessee. Said Will authorizes this conveyance by said Co-Executors.

But this conveyance is made subject to the following provision:

The Grantors herein are specifically reserving the right to enter in and upon the premises at any reasonable time and from time to time for the express purpose of cutting and removing all timber of every sort, now standing or lying upon said land, which, when cut, will measure 12 inches or more in diameter, measured across the stump; which right to remove all timber shall expire one (1) year from the date of this deed, and all timber not cut and removed from said land on or before said date shall be the property of the Grantees.

This conveyance is made subject to the following restrictions and covenants, which restrictions and covenants shall run with the land and shall be binding upon all subsequent owners and enforceable by the parties herein and all subsequent owners of the property hereby conveyed or any portion thereof:

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1. No mobile homes permitted even if used temporarily while constructing a permanent house.

2. Houses to contain not less than 1,400 square feet of living area.

3. Houses to be constructed of brick or stone or an approved combination of these.

4. No poultry or swine permitted.

5. Houses must be set back 60 feet from road and must be at least 20 feet from lot sidelines.

6. Detached garages must be at least 30 feet from rear of house.

7. Barns to be at least 300 feet from rear of house.

8. No resubdivision of tracts of five acres or less.

9. Only one family or duplex houses permitted. Duplex if side-by-side must contain 2,200 square feet.

10. No garages for public use to be maintained nor the storing of old or junk cars.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their 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 as to the restrictions and covenants herein set forth and the reservation of the right to cut timber.

We further covenant and bind ourselves, our successors heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their 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 Grantees, Homer Gene Hunley and wife, Sandra K. Hunley, hereinafter referred to as trustors, hereby transfer and convey unto Thomas N. Bateman, 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 casualty insurance company, or companies, for 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 or 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; and 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 ten percent (10%) 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 such 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:

First, 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.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, 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.

The Northern Bank of Tennessee, Clarksville, Tennessee, joins in this conveyance for the sole purpose of releasing any and all liens that it has on the property conveyed herein, as evidenced by deeds of trust of record in Book 5360, Page 897, and Book 5522, Page 591, in the Register's Office for Davidson County, Tennessee. The Northern Bank of Tennessee further declares that it is the true and lawful holder of any and all notes secured by said deeds of trust.

WITNESS our hands this 13th day of NOVEMBER, 1979.

GRANTORS:

Charles R. Jackson

Elizabeth Averitt, Co-Executor of Estate of Carlton Averitt, deceased

Thomas N. Bateman, Co-Executor of Estate of Carlton Averitt, deceased

GRANTEES/TRUSTORS:

Homer Gene Hunley

Sandra K. Hunley

RELEASOR:

THE NORTHERN BANK OF TENNESSEE

BY:

State of Tennessee
County of Montgomer

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CHARLES R. JACKSON, ELIZABETH AVERITT and THOMAS N. BATEMAN, the within named bargainors, 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 Clarksville, Tennessee, this 13th day of November, 1979.

NOTARY PUBLIC

My Commission Expires: Aug 10 1981.

State of Tennessee
County of Montgomery

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Dotson R. Guinn, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Vice President of THE NORTHERN BANK OF TENNESSEE, the within named bargainor, and that he as such V. Pres., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office, this the 13th day of November, 1979.

NOTARY PUBLIC

My Commission Expires: August 10, 1981.

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Homer Gene Hunley and Sandra K. Hunley, the within named bargainors, 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 18th day of February, 1980.

NOTARY PUBLIC

My Commission Expires: April 17, 1983.

* * * * * * *

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 30,240.00.

AFFIANT

Subscribed and sworn before me this 18th day of February, 1980.

NOTARY PUBLIC

My Commission Expires: April 17, 1983.

F 7 7 4 6 8 RUSH

IDENTIF. REFERENCE

FEB 22 10 30 AM '80

FELIX A. JOHNSON REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5508 PAGE 824

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
			30240.00- CO	
			25240.00- MO	
			78.52 CO TX	
			23.20 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			6.00 REL	
			CHECK 123.22-	
			[illegible] .01	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 7 7 4 6 8

IDENTIF. REFERENCE T

FEB 22 10 30 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 743238