BOOK 5599 PAGE 168

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Holly R. Caldwell, Executrix of
The Estate of Dora S. Marsh

TO
Robert W. Parkhurst and wife,
Sandra H. Parkhurst

For draftsman's use

THIS INSTRUMENT PREPARED BY:

GRACEY, MADDIN, COWAN & BIRD
100 Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert W. Parkhurst (NAME)	Same (NAME)	(See Description)
606 Stablemate Rdg (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

F 88276 RUSH

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAY 7 9 21 AM '80

FELIX Z. H. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 35,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 5th DAY OF May, 1980.

Notary Public

MY COMMISSION EXPIRES: 7-17-83

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-Five Thousand and 00/100 -------- DOLLARS

of which $ 3,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their Promissory Note in the principal amount of $31,500.00, with interest at the rate of 10% per annum, payable to Holly R. Caldwell, Executrix of the Estate of Dora S. Marsh. Said Note is payable in 84 consecutive monthly installments of principal and interest in the amount of $522.94; with the first installment being due on the 5th day of JUNE, 1980; and thereafter a like amount on the 5th day of each succeeding month until the entire balance of principal and interest has been paid in full.

Grantor agrees to release any parcel of the below-described property upon receipt of payment from Grantor of one-ninth of the principal balance of this Note.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Holly R. Caldwell, Executrix of the Estate of Dora S. Marsh

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Robert W. Parkhurst and wife, Sandra H. Parkhurst

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(See Exhibit "A" attached)

05/07 130.00 CHECK

7578

This is improved ( ) unimproved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town) ..... (Postal

TO HAVE AND TO HOLD the 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 for 1980 taxes, which are assumed by Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Richard D. Bird Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 5th day of May 1980.

Robert W. Parkhurst

Holly R. Caldwell, Executrix of The Estate of Dora S. Marsh

Sandra H. Parkhurst

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Ruth Anne Carothers, a Notary Public in and for said County and State, the within named Holly R. Caldwell, Executrix of the Estate of Dora S. Marsh (Holly R. Caldwell and Holly Robnett Caldwell being one and the same person) the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, Tennessee, this 5th day of May, 19 .

Ruth Anne Carothers, Notary Public.

Commission expires 7-17-83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ruth Anne Carothers, a Notary Public in and for said County and State, the within named Robert W. Parkhurst and wife, Sandra H. Parkhurst, the 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 5th day of May, 1980.

Ruth Anne Carothers
NOTARY PUBLIC

My Commission expires 7-17-83

EXHIBIT "A"

TRACT 1: 1215 Katie Avenue (Map 71-10, Parcel #113)

Land in Davidson County, Tennessee, being Lot No. 20 on the Plan of W. G. Bush's Subdivision, as of record in Book 421, page 24, Register's Office for said County.

Being property conveyed to Holly R. Caldwell, Administratrix Ad Litem of the Estate of Dora S. Marsh, by deed from Joe B. Webb, Trustee, of record in Book 5408, page 499, Register's Office for Davidson County, Tennessee, AND to Holly Robnett Caldwell, Executrix, by quitclaim deed from James R. Dill and wife, Myrtle Dill, of record in Book 5587, page 666, Register's Office for Davidson County, Tennessee.

TRACT 2: 1201 Katie Avenue (Map 71-14, Parcel #11)

Land in Davidson County, Tennessee, being Lot No. 27 on the Map of W. G. Bush's Subdivision, as of record in Book 421, page 24, Register's Office for said County.

Being property conveyed to Holly R. Caldwell, Administratrix Ad Litem, of the Estate of Dora S. Marsh, by deed from Joe B. Webb, Trustee, of record in Book 5420, page 199, Register's Office for Davidson County, Tennessee.

TRACT 3: 1216 Katie Avenue (Map 71-10, Parcel #109)

Land in Davidson County, Tennessee, being Lot No. 92 of Block "H", on the Map of J. B. Haynie's Cumberland Heights Subdivision, as of record in Book 57, page 170, Register's Office for said County.

Being part of the same property conveyed to George E. Marsh and wife, Dora Marsh, by deed from James W. Pedigo and wife, Helen Hopkins Pedigo, of record in Book 2999, page 292, Register's Office for Davidson County, Tennessee. The said parties having since died. The said George E. Marsh having predeceased Dora Marsh. Said property vested in Holly Robnett Caldwell, Executrix under the Will of Dora Staggs Marsh, deceased, of record in Will Book 127, page 594, Probate Court Clerk's Office for Davidson County, Tennessee, and by order of the Probate Court No. 65863, of record in Minute Book 260, page 321.

TRACT 4: 1200 Katie Avenue (Map 71-14, Parcel #10)

Land in Davidson County, Tennessee, being Lot No. 13 on the Plan of the Subdivision of the W. G. Bush' Tract, as of record in Book 421, page 24, Register's Office for said County.

Being part of the same property conveyed to Dora S. Marsh, widow, by deed from Morris King, unmarried, of record in Book 4367, page 915, Register's Office for Davidson County, Tennessee. The said Dora S. Marsh having since died. Said property vested in Holly Robnett Caldwell, Executrix under the Will of Dora Staggs Marsh, deceased, of record in Will Book 127, page 594, robate Court Clerk's Office for Davidson County, Tennessee, and by order of the Probate Court No. 65863, of record in Minute Book 260, page 321.

TRACT 5: 1211 Katie Avenue (Map 71-14, Parcel #16)

Land in Davidson County, Tennessee, being Lot No. 22 on the Plan of W. G. Bush's Subdivision as of record in Book 421, page 24, Register's Office for said County.

Being the same property conveyed to Dora Marsh by deed from Billy Joe Vaughn, unmarried, of record in Book 5366, page 14, Register's Office for Davidson County, Tennessee. The said Dora Marsh having since died. Said property vested in Holly Robnett Caldwell, Executrix under the Will of Dora Staggs Marsh, deceased, of record in Will Book 127, page 594, Probate Court Clerk's Office for Davidson County, Tennessee, and by order of the Probate Court No. 65863, of record in Minute Book 260, page 321.

TRACT 6: 1210 Katie Avenue (Map 71-14, Parcel #112)

Land in Davidson County, Tennessee, being Lot No. 18 on the Map of the Subdivision of the W. G. Bush Tract, as of record in Book 421, page 24, Register's Office for said County.

Being the same property conveyed to Dora Marsh, by deed from Walter Hancock, unmarried, of record in Book 5366, page 16, Register's Office for Davidson County, Tennessee. The said Dora Marsh having since died. Said property vested in Holly Robnett Caldwell, Executrix under the Will of Dora Staggs Marsh, deceased, of record in Will Book 127, page 594, Probate Court Clerk's Office for Davidson County, Tennessee, and by order of the Probate Court No. 65863, of record in Minute Book 260, page 321.

TRACT 7: 1206 Katie Avenue (Map 71-14, Parcel #7)

Land in Davidson County, Tennessee, being Lot No. 16 on the Map of the Subdivision of the W. G. Bush Tract, as of record in Book 421, page 24, Register's Office for said County.

Being the same property conveyed to George E. Marsh and wife, Dora Marsh, by deed from Ocie E. Dickerson, a widow, of record in Book 2343, page 575, Register's Office for Davidson County, Tennessee. The said parties having since died. The said George E. Marsh having predeceased the said Dora Marsh. Said property vested in Holly Robnett Caldwell, Executrix under the Will of Dora Staggs Marsh, deceased, of record in Will Book 127, page 594, Probate Court Clerk's Office for Davidson County, Tennessee, and by order of the Probate Court No. 65863, of record in Minute Book 260, page 321.

TRACT 8: 1212 Katie Avenue (Map 71-10, Parcel #111)

Land in Davidson County, Tennessee, being Lot No. 19, on the Map of the Subdivision of the W. G. Bush Tract, as of record in Book 421, page 24, Register's Office for said County.

Being part of the same property conveyed to Geo. E. Marsh and wife, Dora Marsh, by deed from Rhea Williams and wife, Willie L. Williams, of record in Book 1639, page 459, Register's Office for Davidson County, Tennessee. The said parties having since died. The said Geo. E. Marsh having predeceased the said Dora Marsh. Said property vested in Holly Robnett Caldwell, Executrix under the Will of Dora Staggs Marsh, deceased, of record in Will Book 127, page 594, Probate Court Clerk's Office for Davidson County, Tennessee, and by order of the Porbate Court No. 65863, of record in Minute Book 260, page 321.

TRACT 9: 1219 Katie Avenue (Map 71-10, Parcel #115)

Land in Davidson County, Tennessee, being Lot #77 on the Plan of J. B. Haynie's Cumberland Heights, of record in Book 57, page 170, Register's Office for said County.

Being the same property conveyed to Dora Marsh, by deed from Jesse Starks, III, unmarried, of record in Book 5366, page 12, Register's Office for Davidson County, Tennessee. The said Dora Marsh having since died. Said property vested in Holly Robnett Caldwell, Executrix, under the Will of Dora Staggs Marsh, deceased, of record in Will Book 127, page 594, Probate Court Clerk's Office for Davidson County, Tennessee, and by order of the Probate Court No. 65863, of record in Minute Book 260, page 321.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5599 PAGE 172

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
31500.00- MO
91.00 CO TX
29.50 MO TX
.50 PRFEE
12.00 MDEED
CHECK 133.00-
757BA05/07/20 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 8 8 2 7 6.

IDENTIF. REFERENCE

MAY 7 9 21 AM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 756324