11

INSTALLMENT DEED

For and in Consideration of the sum of ---SEVENTEEN-THOUSAND, TWO-HUNDRED, FIFTY AND 00/100 ($17,250.00)----------Dollars, of which --FOUR-THOUSAND, THREE-HUNDRED, TWELVE AND 50/100 ($4,312.50)---------Dollars, has been paid in cash by CAROLINE T. LOVELL, the receipt of which is hereby acknowledged, and for the remainder ---TWELVE-THOUSAND, NINE-HUNDRED, THIRTY-SEVEN AND 50/100 ($12,937.50)----------Dollars, the said CAROLINE T. LOVELL has this day executed her one promissory note of even date herewith in the principal sum of $12,937.50 payable to the order of Grantor and executed by Grantee, and given as part of the purchase money on the herein-described property. Said note is payable in nineteen (19) consecutive quarterly installments of $646.87 each, plus interest, interest being the rate of 10-3/4% per annum on the unpaid principal sum, and a twentieth (20th) and final consecutive quarterly installment payment in the amount of $646.97 plus interest at the rate of 10-3/4% per annum on the unpaid principal sum. The first payment falling due on the 2nd day of September, 1980, and thereafter, said consecutive quarterly installment payments shall continue quarterly on the 2nd day of December, March, June and September of each consecutive year as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

all of said notes bearing 10-3/4% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, CO-OP PROPERTIES, INC., a Georgia corporation

have this day bargained and sold, and do hereby transfer and convey unto the said CAROLINE T. LOVELL, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 4th Civil District of Davidson County, Tennessee, according to a survey made by Joe Charles Wilson, Tennessee License Surveyor No. 654, and as drawn by T & H Land Surveyors, and described as follows:

Beginning at a point in the westerly margin of South Mt. Juliet Road, said beginning point being 1133.75 feet South 3 degrees 08 minutes West as measured along South Mt. Juliet Road from the southeast corner of property conveyed to Co-Op Properties, Inc., in Deed Book 365, Page 314, Register's Office for Wilson County, Tennessee. Said beginning point being 50 ft. from the southeast corner of the Co-Op Properties, Inc. Farm; thence with the westerly margin of South Mt. Juliet Road South 3 degrees 08 minutes West 50 ft. to a point in South Mt. Juliet Road; thence leaving South Mt. Juliet Road and continuing with the following calls and distances: North 78 degrees 28 minutes West 49.03 feet; North 58 degrees 48 minutes West 59.41 feet; South 84 degrees 16 minutes West 90.12 feet; North 79 degrees 49 minutes West 91.26 feet; North 88 degrees 59 minutes West 382.24 feet; South 57 degrees 58 minutes West 313.47 feet; South 63 degrees 37 minutes West 302.89 feet; South 57 degrees 04 minutes West 128.52 feet; South 46 degrees 55 minutes West 310.25 feet; South 39 degrees 03 minutes West 362.37 feet; South 54 degrees 44 minutes West 78.70 feet; North 71 degrees 35 minutes West 705.39 feet; North 4 degrees 33 minutes East 42.92 feet; North 5 degrees 13 minutes East 578.00 feet; South 83 degrees 40 minutes East 1310.00 feet; North 59 degrees 35 minutes East 520.00 feet; South 88 degrees 25 minutes East 592.00 feet; South 64 degrees 25 minutes East 100.00 feet to the point of beginning, containing 17.73 acres, more or less.

Being part of the same property conveyed to Co-Op Properties, Inc., by deed from P. C. Nuckolls and Morris Levine, of record in Book 4760, Page 165, Register's Office for Davidson County, Tennessee. *Continued, see page three....

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

CHECK

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CAROLINE T. LOVELL, her heirs and assigns forever. It covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and bind itself and its heirs and representatives, to warrant and forever defend the title to said real estate to said CAROLINE T. LOVELL her 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 in hand paid, I, the said CAROLINE T. LOVELL

do hereby transfer and convey unto Tom G. Coleman, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said CAROLINE T. LOVELL 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 interest 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 interst may appear.

I 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 I 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 I, the said CAROLINE T. LOVELL 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 borrower representatives or assigns.

*Continued from page one.....

This instrument is made subordinate to a vendor's lien of record in Book 4760, Page 165, Register's Office for Davidson County, Tennessee, and Deed Book 255, Page 287, Register's Office for Wilson County, Tennessee.

This instrument is made subject to a utility easement for water line along front of property, and to all applicable local government planning, building, zoning and health department regulations.

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

Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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 CO-OP PROPERTIES, INC., a Georgia corporation

and CAROLINE T. LOVELL

hereunto set our hands at Nashville, Tennessee, this the 2nd day of June 19 80

CO-OP PROPERTIES, INC.

By: William J. [illegible] Pres.

[illegible]

STATE OF TENNESSEE
Davidson County

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named CAROLINE T. LOVELL

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, this 19th day of June, 19 80

Sandra Smith, Notary Public.

Commission Expires 8·3·80

STATE OF TENNESEEE
County.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the 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

IDENTIFIED REFERENCE
JUN 30 1 40 PM '80
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TENN.

RUSH

F 95566

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5618 PAGE 944

Before me, THE UNDERSIGNED, a Notary Public of the State and County aforesaid, personally appeared WILLIAM J. LONG, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the CO-OP PROPERTIES, INC., a Georgia corporation, the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee this 2nd day of June, 19 80.

Notary Public.

Commission expires August 3, 1980.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
CO-OP PROPERTIES, INC.,
a Georgia corporation
TO
CAROLINE T. LOVELL

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CAROLINE T. LOVELL (NAME)	NEW OWNER (NAME)	p/o Map 138-9
Lt # 1 Granny White Pk (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	p/o Map 124-29
Hermitage, TN 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	4D-23180 4D-23190

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
1702 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 17,250.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF June, 19 80.

Notary Public

MY COMMISSION EXPIRES: 8-3-80

(AFFIX SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5618 PAGE 945

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
			17250.00- CO	
			12937.50- MO	
			44.72 CO TX	
			10.90 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	71.12-
7005A	06/30/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 95566

IDENTIF. REFERENCE

JUN 30 1 40 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 765386