BOOK 5623 PAGE 571

This Instrument Prepared by: CARL H. OLDHAM, ATTORNEY AT LAW
Hendersonville, Tennessee

INSTALLMENT DEED

FROM
JOHN LEWIS CARDEN
CECELIA J. CARDEN
TO
SUMMERFIELD QUINN MOBLEY

For draftsman's use
This instrument was prepared by:
CARL H. OLDHAM
ATTORNEY AT LAW
Hendersonville, Tenn. 37075

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Summerfield Quinn Mobley (NAME)	Summerfield Quinn Mobley (NAME)	11D 82195
321 Menees Lane (STREET ADDRESS OR ROUTE NUMBER)	321 Menees Lane (STREET ADDRESS)	Map 63
Madison, TN 37115 (CITY) (STATE) (P. O. ZIP)	Madison, TN 37115 (CITY) (STATE) (ZIP)	Par 90 Jr

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T
JUL 11 2 06 PM '80
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F.97.239

STATE OF TENNESSEE
COUNTY OF SUMNER

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

$133,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS, THE 10th DAY OF July, 1980

Notary Public

MY COMMISSION EXPIRES: 10/15/82

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC

~~FOR AND IN CONSIDERATION OF the sum of~~ ~~and other good and valuable consideration, the receipt of which is hereby acknowledged, and the~~ ~~the remainder the said grantee~~ In consideration of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, including the execution by Grantees of two (2) promissory notes as follows:
Note 1 in the amount of Fifty Thousand Dollars ($50,000.00) with no interest due thereon, payable on or before January 2, 1981.
Note 2 in the amount of Forty Three Thousand Dollars ($43,000.00) with interest thereon at Ten Per Cent (10%) per annum, to commence on January 2, 1981, and payable, both principal and interest, on or before January 2, 1982. Provided however that the parties may extend time for repayment of said note or any portion thereof for a maximum of two one-year extensions, provided that the parties can agree on the rate of interest for each annual extension.
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,

JOHN LEWIS CARDEN AND WIFE, CECELIA J. CARDEN

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

SUMMERFIELD QUINN MOBLEY

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

A tract of land in the 11th Civil District of Davidson County, Tennessee, being part of the Ed Marlin Farm and being part of Tract # 2 of the Hillin Farm Subdivision, not of record, which said subdivision is a subdivision of a part of Lots Nos. 1 and 2 on the Map of the Plan of the Gibson Harris Land, of record in Plan Book 1, Page 34, Chancery Court at Nashville, and described according to surveys made by Odo C. Rhodes, July 28, 1958, and made by Cantrell, Connell & Morrison, Engineers, August 24, 1957, as follows:
Beginning at an iron pin in the southerly margin of Menees Road, said iron pin being located 503.3 feet westerly from the northwest corner of Tract No. 1 of said Hillin Farm Subdivision; thence south 2 degrees 15' west 1,869.5 feet to a point; thence north 88 degrees 55' west 210 feet to a point; thence north 3 degrees 45' east 1,169.5 feet to a point; thence north 3 degrees 15' west 700 feet to a point in the southerly margin of said Menees Road; thence with the margin of the same south 89 degrees 30' east 234 feet to the beginning.
Being the same property conveyed to John Lewis Carden and wife, Cecelia J. Carden by deed from James O. Jones and wife, Mary M. Jones of record in Book 2805, Page 613, Register's Office for Davidson County, Tennessee.

Possession to be given January 2, 1981. No rental shall be paid by Grantor.

3143 07/11 443.30- CHECK

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.

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 CARL H. OLDHAM 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 9th day of July 19 80.

John Lewis Carden — Summerfield Quinn Mobley
(JOHN LEWIS CARDEN) (SUMMERFIELD QUINN MOBLEY)

Cecelia J. Carden
(CECELIA J. CARDEN)

STATE OF TENNESSEE }
COUNTY OF Sumner Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN LEWIS CARDEN AND WIFE, CECELIA J. CARDEN AND SUMMERFIELD QUINN MOBLEY

the bargainor, 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 Madison, Tennessee, this 9th day of July, 19 80.

Jacqueline C. Dowell, Notary Public.

JACQUELINE C. DOWELL NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 1-15-83

STATE OF TENNESSEE }
COUNTY OF }

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 .

Davidson Title & Escrow Corp. 209 Main St. Madison, Tn. 37115

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5623 PAGE 573

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
			133000.00- CO	
			93000.00- MO	
			345.80 CO TX	
			91.00 MO TX	
			.50 PRFEE	
			6.00 MDEED	
			CHECK 443.30-	
			9143A07/11/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 97-2339

T
IDENTIF. REFERENCE

JUL 11 2 0- PM '80

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

No. 767449