BOOK 5633 PAGE 784

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
OSCAR W. ZIMMERLE, Trustee

TO
M. ROSS HUDSON, a single person

For draftsman's use

Prepared by Lewis Thrasher Atty
1600 Am. Trust Bldg
Nashville, Tn 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M. Ross Hudson (NAME)	Same (NAME)	31-55
White Creek Jere (STREET ADDRESS OR ROUTE NUMBER) Rt. 1, 37207 (CITY) (STATE) (P.O. ZIP)	(STREET ADDRESS) (CITY) (STATE) (ZIP)	10D-8650

(FOR REGISTER'S USE)

6011-109

IDENTIF. REFERENCE

AUG 6 9 38 AM '80

FELIX A. MILLSAPS JR. REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 51,500.00 M. Ross Hudson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF August, 1980

Notary Public

MY COMMISSION EXPIRES: 10/7/82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty-one Thousand, Five Hundred and No/100 ($51,500.00) DOLLARS

of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has given his note of even date payable to Grantor in the amount of $31,500.00, payable in 120 monthly installments of $407.61 per month, including interest at 9-1/2% per annum; said monthly installments beginning on the 4th day of September, 1980;

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.

I, Oscar W. Zimmerle, Trustee,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto M. Ross Hudson, a single person,

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

(See attached sheet for Description.)

Oscar W. Zimmerle, individually, Harry Burton Zimmerle, Stella Rebecca Webb, and Evelyn Head join in this instrument for the purpose of quitclaiming all their right, title and interest, if any, in the subject property to the Grantee; for the purpose of asserting that Oscar W. Zimmerle, Trustee, is empowered to sell the subject property under the said Will of Walter J. Zimmerle; and for the purpose of making affidavit that Margaret Marie Hooper predeceased Walter J. Zimmerle without issue and without a surviving spouse.

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

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 Hunter Short 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 amt. 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 4th day of August 1980

Oscar W. Zimmerle Trustee — Harry Burton Zimmerle

Oscar W. Zimmerle — Stella Rebecca Webb

M. Ross Hudson — Evelyn Head

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Oscar W. Zimmerle, Harry Burton Zimmerle, Stella Rebecca Webb, and Evelyn Head + Oscar W. Zimmerle, Trustee 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 4th day of August, 1980.

Notary Public.

Commission expires April 18 1982

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, the within named M. Ross Hudson, the bargainor, with whom I am personally acquainted, and who, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of August, 1980.

Notary Public.

Commission expires 10/17/83

DESCRIPTION

LAND in the 10th Civil District of Davidson County, Tennessee, beginning at a point in the East margin of Lickton Pike, southwest corner of Book 5051, page 991; thence with the south line of same, South 71° 22' 54" East with a fence 261.88 feet to an iron pin, southwest corner of Book 3897, page 851; thence with three lines of same, running West of an existing fence, North 54° 31' 57" East 232.43 feet to an existing iron pin, North 30° 25' 42" East 210.16 feet to an existing iron pin, and North 17° 22' 59" East 167.04 feet to an existing iron pin, southeast corner of Book 3892, page 518; thence with the east line of same, North 04° 52' 16" East 165.72 feet to a hackberry; thence with a fence, North 17° 34' 03" East 57.97 feet to a 15 inch elm; North 78° 27' 41" East 28.75 feet to a 6 inch elm; and North 06° 23' 40" East 61.37 feet to a tree in the fence; thence with the fence and with the south line of Book 2338, page 463, North 20° 31' 43" East 18.70 feet to a tree; South 64° 55' 42" East 7.94 feet to a post; North 37° 00' 34" East 47.13 feet to a hackberry; South 82° 43' 57" East 97.98 feet to a post; and South 85° 36' 14" East 117.29 feet to an iron pin this survey in the west right-of-way of Interstate 24; thence with said right-of-way, South 08° 55' 20" East 213.01 feet to a monument; South 09° 46' 00" East 255.14 feet to a monument; South 36° 16' 19" East 46.48 feet to a monument; South 03° 01' 09" West 71.51 feet to a monument; and thence with a curve to the left, Delta of 00° 50' 27", Radius of 3,488.75 feet, a distance of 51.19 feet to an iron pin this survey; thence leaving said right-of-way, with a fence and the north line of Book 1344, page 60, North 82° 51' 04" West 260.77 feet to the center of Whites Creek; thence with said creek the following six calls: South 67° 40' 53" West 132.58 feet, South 41° 23' 53" West 167.84 feet, South 58° 17' 15" West 73.68 feet, South 71° 55' 32" West 222.15 feet, South 20° 56' 48" West 149.70 feet, and South 05° 26' 07" West 98.47 feet; thence leaving said creek and with the north line of Book 4574, page 588, North 63° 55' 08" West, running south of an existing fence, 241.28 feet to the east margin of Lickton Pike; thence with said margin, North 02° 59' 16" East 294.26 feet to the beginning; containing 8.33 acres, more or less.

BEING the same property vested in Oscar W. Zimmerle, Trustee, by the Will of Walter J. Zimmerle of record in Will Book 122, page 60, Probate Court for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF ~~BOOK~~ 5633 ~~PAGE~~ 787

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

31500.00-	CO
31500.00-	MO
135.90	CO TX
29.50	MO TX
.50	PRFEE
9.00	WDEED
CHECK	172.90-
3978A08/06/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G01-I-09

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IDENTIF. REFERENCE

AUG 6 9 38 AM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 772117