PREPARED BY:
James L. Smith, Atty.
140 N. Main St.
Goodlettsville, TN 37072

Installment Deed

BOOK 5658 PAGE 626

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James M. Anderson	SAME	Map 18
(NAME:) 440 Allied Drive	(NAME:)	Par 32
(STREET ADDRESS OR ROUTE NUMBER) Washville 37211 TENN.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

5636 10/01/81 1:30 CHECK

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND FIVE HUNDRED AND NO/100 ($30,500.00)----------*Dollars,*

of which SIX THOUSAND AND NO/100 ($6,000.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 ($24,500.00)----------*Dollars,*

James M. Anderson *has executed*
his note of even date herewith in the principal sum of $24,500.00 payable to James S. Hastie as specified therein.

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, Dr. James S. Hastie

have this day bargained and sold, and do hereby transfer and convey unto the said James M. Anderson, his

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the 10th Civil District of Davidson County, Tennessee, being shown as Tract No. 1 on a survey dated February 26, 1976, made by McConnell Engineering, and according to said survey is described as follows:

Beginning at a point in the southerly margin of Brick Church Pike, said point being approximately 1000 feet west of Hitt Lane; thence, leaving said southerly margin S. 4° 18' 43" W. a distance of 1,061.02 feet to the centerline of a Tennessee Valley Authority Easement; thence, continuing across said easement S. 5° 06' 54" W. a distance of 291.40 feet to an iron pin; thence, N. 87° 06' 04" W. a distance of 532.30 feet to an iron pin; thence, N. 5° 09' 59" E. a distance of 112.61 feet; thence, N. 83° 53' 48" W. a distance of 85.72 feet to a concrete monument; thence N. 11° 53' 42" W. a distance of 1,215.32 feet to the southerly margin or right-of-way of Brick Church Pike; thence, with said right-of-way N. 84° 48' E. a distance of 270.18 feet to a point; thence, with a curve having a radius of 5,931.58 feet a distance of 100.07 feet to a point; thence, N. 83° 50' E. a distance of 50.00 feet to a point; thence, with a curve having a radius of 1,390.29 feet a distance of 334.86 feet to a point; thence, S. 82° 22' E. a distance of 100.00 feet to a point; thence, with a curve having a radius of 1,657.14 feet a

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 30,500.00

Affiant

Subscribed and sworn to before me, this the 26th day of September 1980

Notary Public

My commission expires: 10-18-81
(Affix Seal)

(CONTINUED)
distance of 111.83 feet to the point of beginning, and containing 23.93 acres, more or less.

Included within the above described property is an easement described as approximately 12 feet in width for egress and ingress to Tract No. 2 as shown on said survey, the centerline of said easement being described as follows: beginning at a point in the right-ofway of Brick Church Pike, said point also being 80 feet, more or less, east of a concrete monument in the common boundary line between said Tract No. 2 and subject property; thence, with a concrete drive along the tangent lines of said drive, S. 0° 12' E. approximately 108 feet; thence, N. 85° 37' W. 65 feet, more or less, to a point in the line between subject property and Tract No. 2. Said easement is for the purpose of allowing ingress and egress across subject property (Tract No. 1) to said Tract No. 2 and also other adjoining property, and the heirs, assigns and successors of said property owner or owners.

Being part of the same property conveyed to Dr. James S. Hastie by deed from James R. Kniffen, Trustee, of record in Book 5066, page 711, Register's Office for Davidson County, Tennessee.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James M. Anderson, his .....
.....*(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my .....*heirs and representatives, to warrant and forever defend the title to said real estate to said* James M. Anderson, his .....
.....*(successors), 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 James M. Anderson .....
.....*hereinafter referred to as trustors, hereby transfer and convey unto* James L. Smith *, 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 fire insurance company, or companies, for the sum of $ insurable/value *, or at least 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 and 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; 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 5658 PAGE 628

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 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:

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 indebtedness 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 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 30th *day of* September, *19*80.

James M. Anderson

James S. Hastie

G.I.O.4 7 9

IDENTIF. REFERENCE

Oct 1 9 53 AM '80

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

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, H. Preston Battle *, a Notary Public in and for said County and State,* Dr. James S. Hastie and James M. Anderson

the within named bargainor S*, 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* 30th *day of* September, *19*80

H. Preston Battle
Notary Public

Commission expires 10-15-81

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5658 PAGE 629

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
			30500.00- CO	
			24500.00- MO	
			79.30 CO TX	
			22.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 111.30-	
			5636A10/01/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.I.0.4 7 9

IDENTIF. REFERENCE

Oct 1 9 5, AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 783379