THIS INSTRUMENT WAS PREPARED BY KENNETH M. BALLEW, ATTORNEY AT LAW, 320 GALLATIN ROAD, MADISON, TENNESSEE. 37115

Installment Deed

Mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
KENNETH F. GRAVES	Same	33-162
(NAME) Lowes Lane	(NAME)	10D-37473
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, Tn	(STREET ADDRESS)	BOOK 5662 PAGE 495
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY THREE THOUSAND AND NO/100----------

----------($33,000.00)----------*Dollars,*

of which EIGHT THOUSAND AND NO/100----------

----------($8,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY FIVE THOUSAND AND NO/100-------

----------($25,000.00)----------*Dollars,*

the grantee hereinafter named, has executed his promissory note herewith payable to Dennis Underwood and wife, Helen Christine Underwood in the original principal amount of $25,000.00, to be paid over a period of 15 years in monthly installments of $268.66 per month, said installments include principal and interest at the rate of 10%, the terms of said note are incorporated hereby by reference as fully as if copied herein verbatim,

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, DENNIS UNDERWOOD AND WIFE, HELEN CHRISTINE UNDERWOOD, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said KENNETH F. GRAVES, UNMARRIED, herein called the grantee, his ~~successors~~ *heirs and assigns,*

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

TRACT I:

Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey made by G. Barry Greer on December 17, 1971.

BEGINNING at a point N 3° 43' W 225.7 feet from the northerly margin of Lowes Lane; thence S 89° 8' W 193.0 feet to a point; thence N 3° 30' W 475.3 feet to a wire fence; thence S 77° 34' E 197.9 feet to the northwesterly margin of Tract #5 of the Maurice J. Wayman property of record in Book 4495, page 724, Register's Office for said County; thence along his westerly boundary line S 3° 43' W 429.9 feet to the point of beginning, containing 2.0 acres, more or less.

TOGETHER with an easement for a roadway ingress and egress running from the southerly boundary line of the afore described property southeasterly across the remainder of the property described in Book 4495, page 724, said Register's Office, to Lowes Lane.

INCLUDED but EXCLUDED therefrom is the following: BEGINNING at a point in the common boundary line of Tracts Three and Four at a point 263.17 feet from the common rear corners of said tracts; thence continuing along said common boundary line 212.51 feet to a corner post in said boundary line; thence N 88° 59' East 136.71 feet to an iron pin in a branch; thence N 36° 19' West 259.88 feet to the point of beginning, and containing 0.33 acres, more or less.

TRACT II:

Land in the 10th Civil District of Davidson County, Tennessee, being a portion of Tract Three of Lowe's Lane Park, and described according to an unrecorded survey by Dewayne Caldwell dated October 1, 1973, as follows:

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Affiant

NOTARY PUBLIC

BEGINNING at a point in the common rear corners of Tracts Three and Four; thence along the common boundary line between said tracts 263.17 feet to an iron pin in the branch; thence leaving said boundary line, N 32° 43' W 108.86 feet to a point in the branch; thence N 73° 03' W 13.06 feet to an iron pin in the branch; thence N 2° 31' W 182.87 feet to a point in the northern boundary line of Tract Three; thence with said boundary line 69.48 feet to the point of beginning, containing 0.33 acres, more or less.

Being the same property conveyed to Dennis Underwood and wife, Helen Christine Underwood, by deed from the heirs at law of Francis Stockton, deceased, of record in Book 4771, page 257, and 4989, page 298, as to Tract I; and from Sidney E. Eva and wife, Triphenia Eva, of record in Book 5430, page 548, as to Tract II.

Encluded in the conveyance of Tract I above is all of the grantors right and interest in that ingress and egress easement from Delphin Delmas Wayman to grantors, and recorded simultaneous herewith.

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 grantee, his ..... (successors) *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 said real estate to said* grantee, his ..... *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 grantee ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III, ... *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 $, or at least the maximum insurable value, until the indebtedness hereby 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 legal 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 default of said trustors the legal 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 [illegible]

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.

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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 trust 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 8 *day of* October, *19* 80.

Dennis Underwood
(Dennis Underwood)

Helen Christine Underwood
(Helen Christine Underwood)

Kenneth F. Graves
(Kenneth F. Graves)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Dennis Underwood and wife, Helen Christine Underwood; and Kenneth F. Graves, unmarried

the within named 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 office in Nashville *this* 8 *day of* October, *19* 80.

Kenneth M. Ballew
NOTARY PUBLIC

My commission expires

STATE OF.....

COUNTY OF.....

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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* ... *be 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 .....

INSTALLMENT DEED

FROM

Dennis Underwood et ux

TO

Kenneth F. Graves

G 1.1.768

IDENTIFICATION

Oct 9 8 39 AM '80

Compliments of

Madison Title Company

320 Gallatin Road

MADISON, TENNESSEE 37115

Representing

Chicago Title Insurance Company

CHICAGO, ILLINOIS

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			33000.00- CO	
			25000.00- MO	
			85.80 CO TX	
			23.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	121.30-
7277A	10/09/80	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.I.I.7 6 8

T
IDENTIF. REFERENCE

OCT 9 8 39 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENNESSEE

No. 784964