Prepared by: Gail Pigg, Attorney
One Commerce Place
Nashville, TN 37239

Installment Deed

BOOK 5662 PAGE 825

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. Franklin Hood and wife, Ruth M. Hood	Same	117-15
(NAME:) 1633 N. Observatory	(NAME:)	#86
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty-Four Thousand Nine Hundred and No/100 ($84,900.00)---------- *Dollars,*

of which Fifty-Nine Thousand Nine Hundred and No/100 ($59,900.00)------ ---------- *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,*

J. FRANKLIN HOOD and wife, RUTH M. HOOD *have executed* their joint promissory note of even date herewith, in the amount of $25,000.00, bearing interest at Ten (10%) percent per annum, with principal and interest payable in equal monthly installments as follows: $227.18 per month, with the first payment due November 6, 1980, and a like amount due the 6th day of each succeeding month; provided, however, the entire principal and all accrued interest shall be due on October 6, 1985. ~~If Seller does not desire to accelerate the loan at the termination of said five year period, the payments shall continue in the amount of $227.18 per month, provided, however, the entire principal and interest shall be due on or before October 6, 2005.~~ This loan may be prepaid in full or in part without penalty at anytime prior to October 6, 1985. ***

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,

GERDA MAY SLAYMAKER (UNMARRIED)

have this day bargained and sold, and do hereby transfer and convey unto the said

J. FRANKLIN HOOD AND WIFE, RUTH M. HOOD

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of Greenhills Subdivision, as of record in Book 547, page 128, Register's Office for said County.

Said Lot No. 15 fronts 90 feet on the westerly side of Observatory Drive and runs back 173-1/2 feet on the north line and 220 feet on the south line to a dead line on which it shows 150 feet.

Being the same property conveyed to S. C. Slaymaker and wife, Gerda May Slaymaker, by deed from Ward DeWitt and wife, Elizabeth S. DeWitt, of record in Book 1079, page 564, said Register's Office, the said S. C. Slaymaker having since died.

***This Trust Agreement also covers any extensions granted to the aforesaid note, as well as renewals thereof.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effective, must be in writing.

8th day of

Affiant

84,900.00

unimproved ( )
This is improved (X) property, known as 1633 N. Observatory, Nashville, Tennessee
(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 J. Franklin Hood and wife, Ruth M. Hood
their *(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,* except for plan of record in Book 547, page 128

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. Franklin Hood and wife, Ruth M. Hood
their
(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 J. Franklin Hood and wife, Ruth M. Hood
hereinafter referred to as trustors, hereby transfer and convey unto June Blackburn, *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 $ 65,000.00, *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 [illegible] and, in case the trustee or his successors or the lawful owner and holder of said indebtedness [illegible] to appear in any court or tribunal to defend the title to, or possession of, said [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 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 1st *day of* October, *1980.*

Gerda May Slaymaker

Gerda May Slaymaker

by H. Roy Slaymaker her attorney-in-fact

by: H. Roy Slaymaker, her attorney-in-fact

J. Franklin Hood

J. Franklin Hood

Ruth M. Hood

Ruth M. Hood

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg, *a Notary Public in and for said County and State,* J. Franklin Hood and wife, Ruth M. Hood

*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 Nashville, *Tennessee, this* 6th *day of* October, *1980.*

GAIL PIGG NOTARY PUBLIC AT LARGE DAVIDSON

My Commission Expires 2/13/81

Notary Public

STATE OF .....
COUNTY OF .....

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 .....*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.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 1st day of October, 1980, before me personally appeared, H. Roy Slaymaker, to me known to be the person who executed the foregoing instrument in behalf of Gerda May Slaymaker and acknowledged that he executed the same as the free act and deed of said Gerda May Slaymaker.

NOTARY

My Commission Expires: 2/23/81

INSTALLMENT DEED

FROM
Gerda May Slaymaker

TO
H. Franklin Hood et ux

G 1.1.8 8 7

IDENTIF. REFERENCE

Oct 9 12 14 PM '80

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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
			84900.00-	CO
			25000.00-	MO
			220.74	CO TX
			23.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	256.24-
			7430A10/09/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.I.-1-8887

IDENTIF. REFERENCE T

OCT 9 12 14 PM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 785117