135 12/15 76.00- CHECK

File Ref 6

INSTALLMENT DEED BOOK 5690 PAGE 152

For and in Consideration of the sum of $20,000.00

Twenty Thousand and 00/100 ($20,000.00) Dollars,

of which Six Thousand Five Hundred and 00/100 ($6,500.00) Dollars,

has been paid in cash by Buddy Dukes, Glenn Dukes and Bill Farley

the receipt of which is hereby acknowledged, and for the remainder of $13,500.00

Thirteen Thousand Five Hundred and 00/100 ($13,500.00) Dollars,

the said Buddy Dukes, Glenn Dukes and Bill Farley ha ve executed an Installment Deed Note of even date herewith in the principal sum of Thirteen Thousand Five Hundred and 00/100 ($13,500.00) payable to Willie Frances Dobson in 120 monthly installments as follows: Beginning on the 8th day of January, 1981, the sum of One Hundred Eighty Five and 97/100 ($185.97) Dollars and thereafter a like amount on the 8th day of each succeeding month until the amount of both principal and interest are paid in full. Said monthly installments are to be applied first to interest at the rate of 11% per annum and the balance to be applied to principal.

all of said notes bearing ~~six~~ Eleven per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Willie Frances Dobson

have this day bargained and sold, and do hereby transfer and convey unto the said G. Michael Yopp Trustee, with full power to sell, mortgage and convey without joinder by any ~~beneficiary, his successors,~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 5th Civil District of Davidson County, Tennessee, according to a survey made by Michael V. Holmes, dated May, 1980, more particularly described as follows:

Beginning at a point in the northerly margin of Antioch Pike, said point being the southeast corner of the Mary T. Hitt property; thence in an arc in the northerly margin of Antioch Pike in a westerly direction a distance of 210.0 feet; thence north 5 deg 9' 46" west 290.26 feet; thence north 89 deg 41' 26" east 231.00 feet; south 00 deg 58' 52" east, 287.04 feet to the point of beginning, said tract of land containing 1.446 acres, more or less.

Being part of the same property conveyed to Mary T. Hitt by deed from Nannie Turbeville Vaughan et als, by deed of record in Book 702, page 72, Register's Office for Davidson County, Tennessee, and subsequently devised to Robert N. (Bobby) Hitt, Mary Evelyn Chaffin and Willie Frances Dobson as deviseed under the will of Mary T. Hitt, of record in Will Book 122, page 167, Probate Court Clerk's Office for Davidson County, Tennessee and subsequently conveyed to Willie Frances Dobson by deed from Robert N. Hitt and Mary Evelyn Chaffin, of record in Book 5606, page 708, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as Map 133, parcel 48 Davidson Cty. Tenn Property Map.
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said G. Michael Yopp, his 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 my heirs and representatives, to warrant and forever defend the title to said real estate to said G. Michael Yopp, Trustee, 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 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 me in hand paid, I, the said G. Michael Yopp, Trustee

do hereby transfer and convey unto Joseph G. Matty, Trustee (herein called Trustee) his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said G. Michael Yopp, Trustee,

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some unimproved property reliable fire insurance company or companies for at least the sum of $ N/A 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 interst may appear.

I further agree to keep the N/A 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 I 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, the said Buddy Dukes, Glenn Dukes and Bill Farley 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 they 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; if I 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 trust conveyance. I 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. I 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 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 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 G. Michael Yopp, Trustee 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 Joseph G. Matty, Trustee, shall be vested in said successor.

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 Willie Frances Dobson, and G. Michael Yopp, Trustee hereunto set our hands at Nashville, Tennessee, this the 8th day of Dec. 1980

x Willie Frances Dobson

G. Michael Yopp, Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Joseph G. Matty, a Notary Public in and for said County and State, the within named Willie Frances Dobson

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 8th day of December, 1980

Commission Expires 10-18-81 Joseph G. Matty, Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, Robert N. Buchanan III, a Notary Public in and for said County and State, the within named G. Michael Yopp

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tenn this 12th day of December, 1980

Commission Expires 1-22-84 Robert N. Buchanan III, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5690 PAGE 155

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
WILLIE FRANCES DOBSON

TO
G. MICHAEL YOPP, Trustee

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 21860

IDENTIF. REFERENCE

Dec 15 9 07 AM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

YOUNG CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
G. Michael Yopp, Trustee (NAME)	G. Michael Yopp, Trustee (NAME)	Map 133
Third National Bank.Bldg (STREET ADDRESS OR ROUTE NUMBER)	Third National Bank Bldg. (STREET ADDRESS)	Parcel 48
Nashville, Tn. 37219 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	-

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship, Atty.
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 20,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF December, 19 80

Notary Public

MY COMMISSION EXPIRES: 10/25/83

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5690 PAGE 156

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

20000.00- CO
13500.00- MO
52.00 CO TX
11.50 MO TX
.50 PRFEE
12.00 WDEED
CHECK 76.00-
0135A12/15/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

321860

T
IDENTIF. REFERENCE

DEC 15 9 07 AM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 797411