Prepared By: KING, BALLOW & LITTLE
24th Floor
First American Ctr.
Nashville, TN 37238

Installment Deed

BOOK 5694 PAGE 479

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Randall Hedgepath	Same	Map 163
(NAME)	(NAME)	Parcel 276
Box 55, Route 2		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Antioch, TN 37013		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Seven Thousand Five Hundred and No/100 ($7,500.00) *Dollars, of which* Nine Hundred and No/100 ($900.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Six Thousand and Six Hundred and No/100 ($6,600.00) *Dollars,* Randall G. Hedgepath and wife, Patsy A. Hedgepath, *have executed* one note of even date payable to Grady P. Ghee and wife, Avia Lee Ghee, in 120 monthly installments of $73.30 each until said indebtedness is paid in full. Said monthly installments of $73.30 each include the payment of principal and interest at the rate of 6% per annum on the unpaid balance.

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. Grady P. Ghee and wife, Avia Lee Ghee *have this day bargained and sold, and do hereby transfer and convey unto the said.* Randall G. Hedgepath and wife, Patsy A. Hedgepath *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being a 2.5, more or less, acre tract of land lying in the 2nd Civil District of Davidson County, Tenn.; said tract further described as being a portion of the Grady P. Ghee property as of record in Book 1390, Page 272, R.O.D.C., Tenn.

Beginning at a point in the centerline of Baby Ruth Lane at the most northerly corner of the James Deal property as of record in Book 5029, Page 201, R.O.D.C., Tenn; thence running with the centerline of Baby Ruth Lane North 45 degrees 28 minutes 19 seconds East a distance of 200 feet to a point; thence North 51 degrees 20 minutes 56 seconds East a distance of 197.57 feet to a point; thence North 75 degrees 28 minutes 11 seconds East a distance of 134.87 feet to a point lying on the westerly line of the James Ghee property; thence leaving the centerline of Baby Ruth Lane South 10 degrees 19 minutes East a distance of 179.34 feet to a point lying on the northerly line of a 50 foot access road to the James Ghee property; thence running with the said northerly line of the access road South 50 degrees 45 minutes West a distance of 153.64 feet to an existing iron pin; thence South 27 degrees 42 minutes 53 seconds West a distance of 271.7 feet to the most easterly corner of the James Deal property; thence leaving said access road and running with the easterly line of the Deal property North 44 degrees 37 minutes 37 seconds West a distance of 305.0 feet to the point of beginning.

Being part of the same property conveyed to Grady P. Ghee by deed of record in Book 1390, page 272, Register's Office for Davidson County, Tennessee.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 7,500.00

Subscribed and sworn to before me, this the 21 day of Dec. 1990

Affiant

My commission expires

(Affix Seal)

Notary Public

unimproved (X)
This is improved ( ) property, known as Box 55, Route 2, Baby Ruth Lane, Antioch, TN 37013
(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 Grantees their (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 Grantees, 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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto Frank S. King, Jr. *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 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 and as the same fall due, and upon the full payment of said indebtedness, to pay, discharge or remove, and to keep and hold said property free from, all liens or claims of lien, and in default thereof, the holder of this [illegible] may pay the same, and the amount so paid, with interest thereon from the date of payment, shall be secured hereby and shall be payable on demand, and in case of failure to pay the same, this conveyance shall be subject to foreclosure as herein provided.

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.

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 3 *day of* Dec, *19* 80.

Grady P. Ghee

GRADY P. GHEE

Randall D Hedgepath

RANDALL HEDGEPATH

Avia Lee Ghee

~~AVIA~~ LEE GHEE.

Patsy A. Hedgepath

PATSY A. HEDGEPATH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. A. Hill, Jr. *a Notary Public in and for said County and State,* Grady P. Ghee and wife, ~~Avia~~ Lee Ghee, and ~~Randall~~ G. Hedgepath and wife, Patsy A. Hedgepath

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 Nashville, Tenn. *this* 3 *day of* Dec *19* 80

L. A. Hill

Notary Public

Commission expires 1-23-84

NOTARY PUBLIC
Davidson County, Tennessee

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Martha Dotson, *a Notary Public in and for said County and State,* Randall A. Hedgepath Patsy A. Hedgepath, *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 Nashville, Tennessee, *this* 12th *day of* December, *19*80

Martha Dotson *Notary Public*

Commission expires 1-22-84

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 .....

RUSH

INSTALLMENT DEED

FROM

TO

G 23407

IDENTIF. REFERENCE

DEC 29 11 09 AM '80

FELIX P. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5694 PAGE 483

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
			7500.00- CO	
			6600.00- MO	
			19.50 CO TX	
			4.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	36.60-
			2245A12/29/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 2 3 4 0 7

IDENTIF. REFERENCE

DEC 29 11 09 AM '80

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

No. 799439