Prepared by:
Joe M. Haynes, Attorney
140 North Main Street
Goodlettsville, TN 37072

Installment Deed

BOOK 5694 PAGE 770

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph Birdwell, et ux (NAME)	SAME (NAME)	53-00-0-015.1
533 Old Dickerson Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, TN 37072 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTY EIGHT THOUSAND ONE HUNDRED FIFTY AND NO/100 ($58,150.00)----------*Dollars,*

of which TWENTY THOUSAND AND NO/100 ($20,000.00)----------

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

the receipt of which is hereby acknowledged, and for the remainder THIRTY EIGHT THOUSAND ONE HUNDRED FIFTY AND NO/100 ($38,150.00)----------*Dollars,*

Joseph Birdwell and wife, Katherine J. Birdwell, *have* executed their joint note of even date herewith in the principal amount of $38,150.00 payable to Howell Clifton Tribble and wife, Emma Mai Tribble, in equal monthly installments of $700.00 each, including principal and interest at the rate of 10% per annum, commencing on December 1, 1981, and continuing until paid in full.

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, we, Howell Clifton Tribble and wife, Emma Mai Tribble, *have this day bargained and sold, and do hereby transfer and convey unto the said* Joseph Birdwell and wife, Katherine J. Birdwell, their ----------*(successors), heirs and assigns,*

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

A tract or parcel of land located in the 10th Civil District of Davidson County, Tennessee, and described according to an unrecorded survey by Donald R. Carver dated December 13, 1980, as follows:

Beginning at a 20" hackberry tree in the fence corner, same being the S.W. corner of this tract and the original S.W. corner of the Tribble property; thence, with an old established fence line N 4° 34' E. 351.37 feet to an iron pin in fence line; thence, leaving the fence line and with a new surveyed line severing the Tribble property S 84° 30' E 1008.00 feet to an iron pin (4 feet north of a sewer switch box); thence, S 89° 30' E (passing the S.W. corner of a 50 feet wide easement hereafter conveyed which connects this property with Campbell Road at 109.50 feet) for 159.50 feet to an iron pin (the N.E. corner of this tract and a point in Birdwell's West line, also the S.E. corner of the above mentioned 50 foot wide easement); thence, with Birdwell's original west line S 00° 30' W 462.00 feet to an iron pin and corner post (Birdwell's S.W. corner); thence, with fence S 1° 30' W. 52.00 feet to a large power pole corner post; thence, with fence line N 78° 00' W (passing an iron pin at 401.00 feet) to an iron pin in fence line at 668.00 feet; thence, continuing on with fence line N 77° 00' W (passing iron pins at 109.00 feet and 287.00 feet) for a total distance of 546.00 feet to a large hackberry tree, the point of beginning,

(OVER)

December 80

10-8-81

containing 11.63 acres, more or less.

Being a portion of the same property conveyed to Howell Clifton Tribble and wife, Emma Mai Tribble, by deed from Leslie Staley and wife, Mary Frances Staley, of record in Book 2858, page 25, Register's Office for Davidson County, Tennessee.

Also being conveyed is a 50 foot wide easement for ingress and egress from Campbell Road to the hereinabove described tract; said easement being described as follows:

Beginning at a point in the branch on the south right-of-way of Campbell Road, same being the N.E. corner of the easement and the original N.E. corner of the Tribble property; thence, with the original line fence (Tribble east line and Malone West line) passing a corner post at 18.00 feet, S 2° 36' E and crossing lane total distance 288.53 feet to a corner post on the south margin of a 25 foot wide lane (which connects the Tribble property to Old Dickerson Pike) same being the N.W. corner of the Birdwell property; thence, with Birdwell west line S 00° 30' W 45.00 feet to an iron pin (same being the N.E. corner of the 11.63 acre tract; thence, with the north line of the 11.63 acre tract N 89° 30' W 50.00 feet to an iron pin; thence, leaving the 11.63 acre tract and crossing the lane N 2° 00' W (passing an iron pin in fence line at 324.00 feet) total distance of 342.00 feet to a point in branch on the south margin of Campbell Road right-of-way; thence, with the branch and the south right-of-way of Campbell Road S 80° 00' E 50.00 feet to the point of beginning.

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 Joseph Birdwell and wife, Katherine J. Birdwell, 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* Joseph Birdwell and wife, Katherine J. Birdwell, 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 Joseph Birdwell and wife, Katherine J. Birdwell, ...

hereinafter referred to as trustors, hereby transfer and convey unto Joe M. Haynes, *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 $ 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 tenantable condition; to use the trustee, his successors or the lawful owner and holder of said indebtedness [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.

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 23rd *day of* December *19* 80

×Howell Clifton Tribble

×Emma M. Tribble

×Joseph Bidwell

×Katherine F. Bidwell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JOE M. HAYNES, *a Notary Public in and for said County and State,* Howell Clifton Tribble and wife, Emma Mai Tribble,

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 Goodlettsville, Tennessee, *this* 23 *day of* December, *19* 80.

Joe M. Haynes
Notary Public

NOTARY PUBLIC

Commission expires 10-18-81

BOOK 5694 PAGE 773

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Virginia N. Mann, *a Notary Public in and for said County and State,* Joseph Birdwell and wife, Katherine J. Birdwell,

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, Tenn. *this* 23rd *day of* December, *19*80.

Virginia N. Mann *Notary Public*

Commission expires 7/17/83

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 .....

2356 12/29 192.60 CHECK

G 23499

IDENTIF. REFERENCE

DEC 29 2 00 PM '80

FELIX Z. WILSON — REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

ODELL CLIFTON TRIBBLE, ET UX

TO

JOSEPH BIRDWELL, ET UX

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

BOOK 5694 PAGE 774

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
			58150.00- CO	
			38150.00- MO	
			151.06 CO TX	
			36.10 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 199.66-	
			2356A12/29/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

623499

IDENTIF. REFERENCE

Dec 29 2 00 PM '80

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

No. 799550