Installment Deed

BOOK 5703 PAGE 49

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lee B. Long,	Lee B. Long,	Field BK # 11D 7/11/81
814 Berwick Trail	814 Berwick Trail	Map + Parcel #
(STREET ADDRESS OR ROUTE NUMBER) Madison, Tn. 37115	(STREET ADDRESS) Madison, Tn. 37115	52-5-186
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand and No/100 ($35,000.00) *Dollars,*

of which Five Thousand and No/100 ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand and No/100 ($30,000.00) *Dollars,*
Lee B. Long and wife, Marjorie E. Long and David E. Long and wife, Sandra H. Long, have executed and delivered their note which is payable monthly in 12 equal installments in the amount of 10% interest for 5 years from date. No payment during said 5 years will apply on the principal. At the end of 5 years from date the $30,000.00 balance will be amortized over a period of 15 years with interest at the rate of 10% per annum payable in 180 monthly installments. If this note is paid any time before said 5 year period the makers shall pay to the payee of this note, her heirs and assigns, 20% penalty of said $30,000.00. The first of said interest payments is due on or before the 1st day of March, 1981 and the remaining monthly payments are due on the 1st day of each successive consecutive month thereafter over a period of 5 years or unless otherwise paid.

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, Adella D. Potts, a widow and unmarried, has

~~XXX~~ does *Have this day bargained and sold, and do hereby transfer and convey unto the said* Lee B. Long, his

~~XXXXXXXX~~ *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:
Being part of Lot No. 9 on the Map of a Subdivision of part of the H. B. Chadwell Tract, as of record in Book 547, Page 60, Register's Office for said County, and described as follows:

Beginning at a point in the easterly margin of an unnamed street marked "Private Drive", on said Plan, and sometimes called Idlewild Place, said point being 251 feet more or less southeasterly from the southerly line of Madison Park Subdivision, being the southwest corner of the property conveyed to Albert Ray Eden and wife by deed of record in Book 1553, Page 510, said Register's Office; thence southeasterly along the margin of said Idlewild Place, 103 feet more or less to a point at the northwest corner of the property conveyed to Arthur S. Hall and wife, by deed of record in Book 1536, Page 242, said Register's Office; thence northeasterly, along Hall's line, 218.3 feet more or less to a point in a fence line, being Hall's northeasterly corner; thence northerly 103 feet more or less to the point of beginning.

Being part of the property conveyed to Perry A. Potts and wife, Adelia D. Potts by deed from Graves Pate, and wife, Frieda Pate, and J. H. Pate and Alberta Pate Harris, of record in Book 2032, Page 403, Register's Office for Davidson County, Tennessee. The said Perry A. Potts having since died.

"CONTINUED"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 35,000.00

Subscribed and sworn to before me, this the 23rd day of January, 19 81.

Affiant

My commission expires: 11/29/81 (Affix Seal)

Notary Public

TAX

The said Adelia D. Potts and Adella D. Potts are one and the same person.

The stove, refrigerator and three 220 volt electric heaters are also included with this property. A three month right of storage in a portion of the garage located on said property is retained by the seller by agreement of said parties.

As a further consideration for the seller to sell the property and for the purchasers to buy the property these parties have entered into a binding agreement in the form of an Option for the purchasers to purchase the remainder of the property that was conveyed to Perry A. Potts and wife, Adelia D. Potts by deed from Graves Pate, et al, of record in Book 2032, Page 403, Register's Office for Davidson County, Tennessee. In the Option the remainder of said property is more particularly described.

unimproved ( )
This is improved ( ) property, known as Idlewild Drive, Madison, Tennessee 37115
(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 Lee B. Long, his ~~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.*

I *further covenant and bind* myself, my ~~representatives~~ assigns *heirs and* ~~representatives~~ *to warrant and forever defend the title to said real estate to said* Lee B. Long, his ~~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 Lee B. Long *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson, *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 $ 35,000.00, *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 repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

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* January, *19*81.

Adella C Potts

Adella C. Potts, a widow and unmarried

Lee B. Long

Lee B. Long

Maggie E. Long

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler, *a Notary Public in and for said County and State,* Adella C. Potts

the within named 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* 23rd *day of* January, *19*81.

Judy M. Butler
Notary Public

BUTLER NOTARY PUBLIC AT LARGE STATE OF TENN.

Commission expires 4/24/81

6286 01/23 131.50- CHECK

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STATE OF FLORIDA
COUNTY OF PINELLAS

Personally appeared before me, Diane K. Fearn, *a Notary Public in and for said County and State,* Lee B. Long and Margie E Long, *the within named 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 Clearwater, Florida *this* 7th *day of* January, *19* 81.

Commission expires O.T. 15, 1984

Diane K. Fearn *Notary Public*

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

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

Personally appeared before me, _____, a Notary Public in and for said County and State, David E. Long and wife, Sandra H. Long, the within named bargainors, 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 _____ day of December, 1980.

My Commission Expires:

_____

_____
Notary Public

FILED & RECORDED
DAVIDSON COUNTY, TENN.
JAN 23 11 00 AM '81

IDENTIFICATION

G 2 6 5 0 1

INSTALLMENT DEED

FROM

ADELLA D. POTTS, A WIDOW
AND UNMARRIED

TO

LEE B. LONG, ET UX
DAVID E. LONG, ET UX

THIS INSTRUMENT PREPARED BY:
EARL THOMPSON, ATTORNEY
14th Floor
Nashville Trust Building
Nashville, Tennessee 37201

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

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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
			35000.00- CO 30000.00- MO 91.00 CO TX 28.00 MO TX .50 PRFEE 12.00 WDEED CHECK 131.50- 6286A01/23/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 26501

T
IDENTIF. REFERENCE

JAN 23 11 00 AM '81

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

No. 803319