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BOOK 5708 PAGE 21

INSTALLMENT DEED

For and in Consideration of the sum of

SEVENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 ($74,500.00) Dollars,

of which EIGHTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 ($18,625.00) Dollars,

has been paid in cash by THE GRANTEES

the receipt of which is hereby acknowledged, and for the remainder

FIFTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 ($55,875.00) Dollars,

the said GRANTEES have

this day executed their one promissory note of even date herewith in the original principal sum of $55,875.00 payable to the order of the Grantors and executed by the Grantees and given as part of the purchase money on the herein described property. Said note is payable in 39 consecutive quarterly installments of $1,396.88 each, plus interest being at the rate of 11 3/4% per annum on the unpaid principal sum and a 40th and final installment of $1,396.68 plus interest at the rate of 11 3/4% per annum on the unpaid principal sum. The first payment falling due on the 28th day of April, 1981 and continuing in consecutive quarterly installments on the 28th day of July, October, January and April of each consecutive year until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

all of said notes bearing ~~six~~ 11 3/4% 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, JOHN L. HUNTER AND WIFE, GLADYS SUE HUNTER, THE GRANTORS

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

D. H. PEPPERS AND WIFE, WYLENE W. PEPPERS, THE GRANTEES, THEIR heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: and being described according to a survey by J. Bruce Rainey, Surveyor, #823, dated December 15, 1980 and known as Job No. 80-266 as follows:

Beginning at an iron pin on the southerly margin of Lebanon Road, said point of beginning being the Northwest corner of this tract and the Northeast corner of the land of the Mt. Olivet Cemetery Co. of record in Deed Book 2650, Page 88, R.O.D.C., Tennessee.; thence with the margin of the said Lebanon Raod N83°17'25"E 121.09' to an iron pin; thence leaving the margin of said road and with the line of the Margie L. Hunter land of record in Deed Book 3910, Page 461, R.O.D.C., Tennessee, S02°36'35"E 151.71' to an iron pin in the center of a paved driveway; thence continuing with the line of said Margie Hunter and said driveway S02°28'25"W 280.06' to an iron pin ;thence S58°18'35"E 55.80' to an iron pin; thence continuing with said drive S05°42'25"W 259.90' to an iron pin; thence continuing with Hunter but leaving the said drive S11°17'25"W 214.00' to an iron pin in the center of a spring branch; thence with said branch the following nine calls: S64°07'33"W 67.26' to a point; thence S65°27'38"W 28.60' to a point; thence N85°27'13"W 43.83' to a point; thence S50°28'32"W 23.07' to a point; thence N83°47'39"W 40.86' to a point; thence N34°19'35"W 27.12' to a point; thence S69°31'W 44.40' to a point; thence S83°10'01"W 28.78' to a point ;thence S42°00'39"W 46.85' to a point; thence leaving the center of said creek or branch N16°35'10"E passing an iron pin at 15.00' in all 439.10' to an iron pin; thence with the line of the aforesaid Mount Olivet Cemetery land and with the easterly margin of a 30' Right of Way owned by said cemetery the next two calls; N07°02'10"E 108.40' to an iron pin; thence N08°47'10"E 471.50' to the point of beginning, containing 4.62 acres more or less.

Being the same property conveyed to John L. Hunter by deed of partition between John L. Hunter and wife, Margie Lee Hunter of record in Book 3910, Page 461, and by deed from Paul A. Shelton and wife, Aileen Hook Shelton of record in Book 2043, Page 76, Register's Office for Davidson County, Tennessee.

This instrument is made subject to Agreement for Dedication of Easement for sanitary* see back page

This is unimproved ( ) improved (XX) property, known as 1415 Lebanon Road, Nashville, Tennessee
(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 Grantees, their heirs and assigns forever. We covenant that We 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 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 us in hand paid, We, the said Grantees

do hereby transfer and convey unto TOM G. COLEMAN, JR., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Grantees do hereby 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 at least the sum of $insurable interest 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.

We further agree to keep the 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 We 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 We, the said Grantees 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 We 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; We 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. We 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. We 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 the Borrowers 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 Tom G. Coleman, Jr., 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 Grantees and Grantors hereunto set our hands at 28th, Tennessee, this the day of January 19 81

Wylene W. Peppers
D H Peppers
John L Hunter
Gladys Sue Hunter

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____ the 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 _____ Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
WILLIAMSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN L. HUNTER AND WIFE, GLADYS SUE HUNTER AND D. H. PEPPERS AND WIFE, WYLENE W. PEPPERS the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

Witness my hand and official seal at BRENTWOOD, TENNESSEE this 28th day of JANUARY, 19 81

Linda Worden, Notary Public.

Commission Expires Oct. 21, 1984

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5708 PAGE 24

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)

*sewers and/or storm drainage to Metro Government of Nashville, Davidson County, Tennessee in Book 4700, Page 809, Book 5467, Page 827 and Book 4721, Page 677, said Register's Office and to all local government planning, building and zoning regulations.

The contract will survive the closing.

INSTALLMENT DEED

FROM
JOHN L. HUNTER AND WIFE,
GLADYS SUE HUNTER
TO
D. H. PEPPERS AND WIFE,
WYLENE W. PEPPERS

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G 2 8 3 7 5

IDENTIF. REFERENCE

FEB 6 8 35 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
D. H. PEPPERS, ET UX	New Owner	Map 94
(NAME) 5200 Pritchett Dr	(NAME)	Par 77
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37228	(STREET ADDRESS)	25A-67700
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
9000 East Church Street
Brentwood, TN 37027

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

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

$ 74,500.00 Tom D. Coleman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF January 1981.

Linda Worden
Notary Public

MY COMMISSION EXPIRES: Oct. 21, 1984

(AFFIX SEAL)

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5708 PAGE 25

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
			74500.00-	CO
			55875.00-	MO
			193.70	CO TX
			53.90	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	260.10-
		8608A02/06/81	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 28375

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IDENTIF. REFERENCE

FEB 6 8 35 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 805542