NOTED

BOOK 5712 PAGE 795

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Sue Garrett Suter et vir

TO

Ernest N. Adcock et al

For draftsman's use 140-26

ASSESSOR

This Instrument Prepared By:
James A. Carney, Attorney
529 Stahlman Building
Nashville, Tenn. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ernest N. Adcock et al (NAME)	Same (NAME)	5
Sfd. Hwy. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 5
Joelton, Tenn. 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

FEB 20 3 33 PM '81

FELIX Z. WILKINSON, REGISTER
DAVIDSON COUNTY, TENN.

RUS

G 30123

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$64,000.00 Joseph R. Adcock
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF February 19 81.

Notary Public

MY COMMISSION EXPIRES: July 14, 1984
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Sixty Four Thousand---------- DOLLARS

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their two promissory notes of even date herewith, one note in the sum of $17,500.00, including interest at the rate of 10% per annum on the entire $61,500.00 Vendors Lien indebtedness, payable to the order of Sue Garrett Suter and Turner L. Suter, payable in full on August 13, 1981.

A second note in the sum of $47,075.00, bearing interest at the rate of 10% per annum, payable to the order of Sue Garrett Suter and Turner L. Suter, payable in monthly installments of $627.10 each, including principal and interest, commencing Sept. 13, 1981 and continuing in a like sum on the 13th day of each succeeding month until fully paid, both principal and interest. Payments when made will be applied first to interest due, balance to principal.

A late charge in the sum of 5% will be charged and paid on any monthly payments not paid on or before 10 days after due date.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Sue Garrett Suter and husband, Turner L. Suter

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Ernest N. Adcock and Joseph R. Adcock, as tenants in common.

herein called grantees, their heirs and assigns, certain real estate in Davidson County & Robertson County, Tennessee, as follows: Located in the 14th, formerly the 24th Civil District of Davidson County, Tennessee, and in the 16th Civil District of Robertson County, Tennessee, being a Westerly part of a tract of land conveyed to James R. Hale et al, and being further described as the tract conveyed to M.B. Head and wife, Mable Head, by deed from James R. Hale et ux, as of record in Book 620, page 20, Register's Office for Davidson County, Tennessee.

Said tract of land is described as follows:

BEGINNING at a sycamore on the South Side of the original beginning Corner of a 640 acre tract formerly belonging to Thomas Hogg; running thence with an old line South 87 poles to a stake; thence east 160 poles to a stake; thence North 87 poles to a stake, and about 20 feet east of a white oak; thence west 160 poles to the beginning; containing by estimation 87 acres, more or less, according to an unrecorded survey made by Boone Denton Surveyor, and the same being as above stated the westerly 1/2 of a tract of land conveyed to James Hale, Johnnie Hale, M.B.Head, and Mable Head, by deed Book 554, page 129, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Charles O. Webster, an unmarried person, by deed from Sue garrett Suter and husband, Turner L. Suter, of record in Book 5276, page 384, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to a provision in deed of record in Book 1212, page 306, said Register's Office.(Note instrument for possible ingress-egress provisions)

The Road passing to or through the land herein conveyed shall be left open insofar as grantees are concerned, but no easement has been recorded to or through said land, the same being noted here in the event an easement is asserted.

Being the same property conveyed to Sue Garrett Suter et vir by deed from Charles O. Webster, as of record in Book_____ Page_____. Register's Office for Davidson County, Tenn.

unimproved ( )
This is improved ( ) property, known as 14th CD Davidson County & 16th CD Robertson County, Tennessee.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

CHECK

804 TO HAVE AND TO HOLD the 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 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 the 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 herein do hereby transfer and convey unto E. A. Carney 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 $ Ins. Int. 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 interest 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 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 advise 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 grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 13TH day of February 1981.

Sue Garrett Suter — Ernest N. Adcock

Turner L. Suter — Joseph R. Adcock

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Ernest N. Adcock, Joseph R. Adcock, Sue Garrett Suter and Turner L. Suter.

the 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 13th day of February, 1981.

Notary Public

Commission expires July - 14 - 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 ,

STATE OF TENNESSEE, ROBERTSON COUNTY

The foregoing instrument and certificate were noted in Note Book 21, Page 11 At 2:35 o'clock PM Feb. 17 1981 and recorded in Deed Book 231, Series , Page 432 State Tax Paid $225.90 Fee 1.00 Recording Fee 6.00 Total $232.90

Witness My hand
Receipt No. 69412-69413

Register