...MAN, ...
... O. BOX 2...
NASHVILLE, TENN. ...

Installment Deed

BOOK 5733 PAGE 240

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Gregory A. Haddock et ux	The Kissell Company	Map 75-3
(NAME)	(NAME)	
543 Albany Drive	30 Warder Street	Par. 64
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hermitage, Tennessee 37076	Springfield, Ohio 45501	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Sixty-Eight Thousand Five Hundred and 00/100 ($68,500.00) *Dollars, of which* One Thousand and 00/100 ($1,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Sixty-Seven Thousand Five Hundred and 00/100 ($67,500.00) Dollars, Gregory A. Haddock and wife, Sandra L. Haddock, have agreed to assume and pay a Promissory Note dated the 22nd day of September, 1972, in the original principal sum of Twenty-Eight Thousand Five Hundred and 00/100 ($28,500.00) Dollars, payable as specified therein, and secured by a Deed of Trust of even date executed by Edward Lee Pack and wife, Joyce Ann Pack, to James A. Green and Edward Seddon, Trustees, of record in Book 4647, Page 617, Register's Office for Davidson County, Tennessee, to secure to Thomas & Hill, Inc., said Promissory Note, the said indebtedness having been assigned to The Kissell Company. Gregory A. Haddock and wife, Sandra L. Haddock, have further executed a Promissory Note dated the 13th day of April, 1981, in the original principal amount of Forty-Two Thousand and 00/100 ($42,000.00)

~~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,~~

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

~~the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:~~

Dollars, payable to the order of R. Elizabeth Chester Seven Thousand and 00/100 ($7,000.00) Dollars due and payable July 1, 1981, without interest, and the balance thereof of Thirty-Five Thousand and 00/100 ($35,000.00) Dollars payable in three hundred sixty (360) monthly installments as follows: On the 1st day of May, 1981, the sum of Three Hundred Sixty and 02/100 ($360.02) Dollars and thereafter a like amount on the 1st day of each succeeding month, with the last installment for the sum of Three Hundred Sixty and 02/100 ($360.02) Dollars being due on the 1st day of April, 2011, with interest at the rate of twelve (12%) percent per annum, each installment being credited first to the payment of interest then to principal, 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, John Randall Chester and wife, Ruby Elizabeth Chester, have this day bargained and sold, and do hereby transfer and convey unto the said Gregory A. Haddock and wife, Sandra L. Haddock, the Grantees herein, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 134 on the Plan of Tulip Grove Subdivision, Section 3, as of record in Book 3700, Page 146, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.

Being the same property conveyed to John Randall Chester and wife, Ruby Elizabeth Chester, by Quitclaim Deed from Ruby Elizabeth Riggins Cook, now being Ruby Elizabeth Chester, for the purpose of creating a tenancy by the entirety, of record in Book 5633, Page 835, Register's Office for Davidson County, Tennessee, and being the same property conveyed to the Grantors herein by Deed of Correction of record in Book 5733, Page 236, Register's Office for Davidson County, Tennessee.

This conveyance is subject to Restrictions in Book 4181, Page 95, Register's Office for Davidson County, Tennessee, and any existing easements.

Default upon the terms and provisions of the Deed of Trust of record in Book 4647, Page 617, Register's Office for Davidson County, Tennessee, which has been assumed herein, shall constitute a default under the terms and provisions of this Trust and the holder of the indebtedness shall have the right at its option to declare the entire sum due and owing and secured hereby immediately due and payable.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 68,500.00

Subscribed and sworn to before me, this the 13th day of April 19 81

Suzy A. Haddock
Affiant

My commission expires: Jan 15 - 1983 (Affix Seal)

Louis M. Clemmons
Notary Public

unimproved ( )

This is improved (X) property, known as 543 Albany Drive, Hermitage, Tennessee 37076
(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, except as hereinabove set forth and for taxes for the year 1981 which are a lien but not yet due and payable and which the Grantees agree to assume and pay.

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 installaments 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 W. Wayne LeRoy *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 $ 50,000 *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, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 9 day of April, 19 81.

John Randall Chester

Ruby Elizabeth Chester

Gregory A. Haddock

Sandra L. Haddock

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louise S. Clemmons, *a Notary Public in and for said County and State,* John Randall Chester and wife, Ruby Elizabeth Chester,

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* 9th *day of* April, *19*81.

NOTARY PUBLIC

Commission expires Jan 25 - 1983

Louise S. Clemmons *Notary Public*

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, Louise S. Chrismond, *a Notary Public in and for said County and State,* Gregory A. Haddock and wife, Sandra L. Haddock,

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 13th *day of* April, *19* 81

Louise S. Chrismond *Notary Public*

Commission expires Jan 15 - 1983

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 .....

352 04/15 230.60- CHECK

INSTALLMENT DEED

FROM

JOHN RANDALL CHESTER AND WIFE,
RUBY ELIZABETH CHESTER

TO

GREGORY A. HADDOCK AND WIFE,
SANDRA L. HADDOCK

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

RECEIVED FOR RECORD AND RECORDED IN OFFICIAL RECORDS OF DAVIDSON COUNTY, TENN.
APR 15 2 43 PM '81
FELIX Z. WILSON, REGISTER

IDENTIFICATION REFERENCE

RUSH

G 37509

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5733 PAGE 244

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

66500.00- CO
420[illegible].00- MO
170.10 CO TX
40.00 MO TX
.50 PRFEE
12.00 WDEED
CHECK 230.60-
0352A04/15/91 RAL .01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G37.509

IDENTIF. REFERENCE

APR 15 2 43 PM '91

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

No. 816842