This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

BOOK 5751 PAGE 822

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Kenneth P. Hackett and wife,	Same	160-2-50
Linda F. Hackett (NAME)	(NAME)	OH-03920
5209 Franklin Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37215		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Forty Thousand and no/100 ($240,000.00) *Dollars, of which* Fifty Thousand and no/100 ($50,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Ninety Thousand and no/100 ($190,000.00) *Dollars,*

Kenneth P. Hackett and wife, Linda F. Hackett *have executed* two promissory notes of even date herewith, the first note in the principal amount of $75,000.00, payable with interest at the rate of 15% per annum on April 1, 1982; and the second note in the principal amount of $115,000.00, payable as follows: An interest only installment at the rate of 12% per annum on $115,000.00 due on April 1, 1982; an installment of $57,500.00, principal plus interest at the rate of 12% per annum on $115,000.00 due on April 1, 1983; and an installment of $57,500.00 principal plus interest at the rate of 12% per annum on $57,500.00 due on April 1, 1984; provided however in regard to the second and third installments of the second note that if the prime interest rate on the due date for either installment is 14% or *

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, W. P. Russell and wife, Virginia C. Russell *have this day bargained and sold, and do hereby transfer and convey unto the said* Kenneth P. Hackett and wife, Linda F. Hackett *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Russell-wood Heights of record in Book 3842, page 188, Register's Office for Davidson County, Tennessee, described as follows:
Beginning at a point in the northerly margin of Willowdale Court, said point being the common front corner of Lots Nos. 7 and 8 on said plan; thence northwardly with the east line of Lot No. 7 244.6 feet to a point; thence north 84 deg. 35' east 332.6 feet to a point in the westerly margin of Franklin Road; thence with said westerly margin of Franklin Road the following calls: south 3 deg. 37' east 199.70 feet, north 88 deg. 37' west 20.00 feet; thence with a curve having a radius of 1809.86 feet southwardly a distance of 69.3 feet to a point at the beginning of a curve located at the intersection of Franklin Road and Willowdale Court; thence around said curve in a southwesterly direction a distance of 39.97 feet to a point in the northerly margin of Willowdale Court; thence with said northerly margin of Willowdale Court and with a curve having a radius of 1200 feet a distance of 173.72 feet westwardly to a point; thence continuing with said northerly margin of Willowdale Court and with said curve having a radius of 1200 feet westwardly a distance of 116.28 feet to the point of beginning.

Being part of the same property conveyed to W. P. Russell and wife, Virginia C. Russell by deed from John V. Richards, Jr. and wife, Virginia H. Richards, of record in Book 4169, page 767, Register's Office for said County.

This conveyance is made subject to the plan of record in Book 3842, page 188, Register's Office for Davidson County, Tennessee, which shows an owner's certificate, a 145 foot building setback line from Franklin Road, a 75 foot building setback line from Willowdale Court, a 10 foot public utilities and drainage easement along the north line and a 5x25 foot anchor easement at the southwest corner.

* between 14% and 15% , then the interest rate will be 11%; if the prime interest rate on the due date for either installment is 13% or between 13% and 14% , then the interest rate will be 10%; and if the prime interest rate on the due date for either installment 12% or between 12% and 13%, then the interest rate will be 9%; provided however the interest rate will never be less than 9%. Said prime rate shall be according to the prime rate charged by Commerce Union Bank and applicable at 8:00 A. M. on the payment date.

In the event of the sale of the above property, prior written consent for the assumption of the above notes must be furnished by the note holder.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 240,000.00

Subscribed and sworn to before me, this the 1st day of June 19 81

Affiant

My commission expires: 4/8/84 (Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 5209 Franklin Road, Nashville, Tennessee 37215
(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.

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 Joseph B. Pitt, ~~Jr.~~ *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 $....., 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

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 1st *day of* June, 1981.

W. P. Russell

W. P. Russell

Virginia C. Russell

Virginia C. Russell

Kenneth P. Hackett

Linda F. Hackett

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* W. P. Russell and wife, Virginia C. Russell and Kenneth P. Hackett and wife, Linda F. Hackett

the within named 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 Nashville, *Tennessee, this* 1st *day of* June, 19 81.

Mary Ensey *Notary Public*

Commission expires 4/8/84

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STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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.....

Ex #128913

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

INSTALLMENT DEED

FROM

TO

G 4 4 2 7 2

IDENTIF. REFERENCE

JUN 2 10 29 AM '81

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

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

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
			240000.00- CO	
			190000.00- MO	
			624.00 CO TX	
			168.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	824.50-
8754A06/02/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.4427 2

T
IDENTIF. REFERENCE

JUN 2 10 29 AM '81

FELIX Z. WILSON - REGISTER
DAVIDSON COUNTY, TENN.

No. 824934