THIS DEED PREPARED BY:
J. C. DALE, JR., ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Nashville, Tennessee 37219

Installment Deed

BOOK 5791 PAGE 748

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard W. Holland, 5813 Eaton's Creek Road, Joelton, Tennessee 37080 (NAME: (STREET ADDRESS OR ROUTE NUMBER) (CITY) (P. O. ZONE) (STATE)	(NAME: (STREET ADDRESS) (CITY) (ZONE) (STATE)	Map 29
AND		
Ray A. Poirrier, 5660 Eaton's Creek Road, Joelton, Tennessee 37080 (NAME: (STREET ADDRESS OR ROUTE NUMBER) (CITY) (P. O. ZONE) (STATE)	(NAME: (STREET ADDRESS) (CITY) (ZONE) (STATE)	Parcel 141

FOR AND IN CONSIDERATION of the sum of TWELVE THOUSAND AND NO/100 ($12,000.00) *Dollars,*

of which EIGHT THOUSAND AND NO/100 ($8,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FOUR THOUSAND AND NO/100 ($4,000.00) *Dollars,*

the said Howard W. Holland and Ray A. Poirrier

have executed

their promissory installment note payable to Edward R. Carver, Executor of the Estate of Rosa Velma Bennett, deceased, in said amount of Four Thousand Dollars ($4,000.00) payable to said Executor in forty-eight (48) monthly installments of One Hundred Five and 34/100 ($105.34) Dollars each,including principal and interest at the rate of twelve (12%) per cent per annum, the first such installment being due and payable on or about the 1st day of October, 1981 and like installments being due and payable on or about the 1st day of each succeeding month until said note, principal and interest is paid in full,

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, the undersigned Edward R. Carver, Executor as aforesaid, and Wilma Modean Lance, Frances Jeannette Fairman and Mildred Lucille Carver, nieces of the decedent and the residuary legatees and devisees under her Will probated October 22, 1980 and recorded in Will Book 132, Page 123, Office of the Probate Clerk for Davidson County, Tennessee, have this day bargained and sold and do hereby transfer and convey unto the said Howard W. Holland and Ray A. Poirrier as equal tenants in common and to ~~(successors), heirs and assigns,~~ their respective heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: State of Tennessee, described according to a survey of C. J. Carney, Surveyor dated July 13, 1961, as follows:

Land in the 14th Civil District of said County and State, located on the west side of Eatons Creek Road about 1,000 feet south of the intersection of Graves Point Road. Being a part of Miss Rosa Bennett's 7.96 acre tract conveyed to Miss Rosa Bennett by Warranty Deed of Mrs. Maude Raymer (a widow), dated May 26, 1943 and recorded in Book 1248, Page 433, Register's Office for Davidson County, Tennessee.

By reference to said survey and the aforementioned Deed said property is described further as follows:

Beginning at a point in the centerline of Eatons Creek Road the southeast corner of a 2.05 acre tract of Leonard Simpkins and running with the southern boundary of the Simpkins tract north 87° 30' west 500 feet more or less to a point being the southwest corner of the Simpkins tract; thence south 1-1/2° west 281 feet to a point being the southwest corner of the tract herein conveyed; thence south 82-1/2° east 508.2 feet to the center of Eatons Creek Road being the southeast corner of the tract herein conveyed; thence with the center of Eatons Creek

"DESCRIPTION CONTINUED"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 12,000.00

Subscribed and sworn to before me, this the 4th day of September, 1981

Edward R. Carver
Affiant

Notary Public

My commission expires: 3/30/85

(Affix Seal)

Road north 1° east 333.3 feet to the point of beginning and containing by computation 3.37 acres, more or less.

Being the same property conveyed to Rosa Bennett, an unmarried person, by deed from Mrs. Maude Raymer of record in Book 1248, Page 433, Register's Office for Davidson County, Tennessee. The said Rosa Bennett having since died.

Metropolitan Property Taxes for the year 1981 are to be prorated as of the date of this Deed and will be assumed by the Grantees.

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This is unimproved ( ) improved (XX) property, known as 5723 Eaton's Creek Road, Joelton, Tennessee 37080
(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 Howard W. Holland and Ray A. Poirrier, as equal tenants in common and to their respective XXXXXXXX *heirs and assigns forever.* XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The undersigned Edward R. Carver, Executor covenants for the Estate of Rosa Velma Bennett, deceased that said decedent was lawfully seized and possessed of said real estate in fee simple and had a good right to convey it, and that the same is unencumbered except for Metropolitan Property Taxes for the year 1981, which are to be prorated as of the date of the Deed, and any Inheritance Taxes owing by the Estate which he covenants to pay from the proceeds of sale or other assets of the Estate. He further warrants that he is authorized to sell the described property under the terms of the Will of the decedent which Deed is joined in by the residuary legatees and devisees.

We *further covenant and bind* ourselves, and *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees and their respective XXXXXXXX, *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 Howard W. Holland and Ray A. Poirrier *hereinafter referred to as trustors, hereby transfer and convey unto* James C. Dale III, *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 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 1st *day of* ~~August~~ September, *19*81.

Edward R. Carver
Edward R. Carver, Executor

Wilma Modean Lance
Wilma Modean Lance

Frances Jeannette Fairman
Frances Jeannette Fairman

Mildred Lucille Carver
Mildred Lucille Carver

Howard W. Holland
Howard W. Holland

Ray A. Poirrier
Ray A. Poirrier

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, HARRY L. SWAIN, *a Notary Public in and for said County and State,* Edward R. Carver as Executor of the Estate of Rosa Velma Bennett, Wilma Modean Lance, Frances Jeannette Fairman and Mildred Lucille Carver

the within named bargainor S, *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 ..... *Tennessee, this* 1st *day of* ~~August~~ Sept, *19*81

Harry L. Swain
Notary Public

Commission expires My Commission Expires April 17, 1983

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, Judy M Butler, *a Notary Public in and for said County and State,* Howard W. Holland and Ray A. Poirrier

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* 4th *day of* September, *19* 81

Commission expires 3/30/85

Judy M Butler *Notary Public*

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 .....

658813

IDENTIFICATION REFERENCE

SEP 4 3 18 PM '81

REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

RUSH

6661 09/04 45.70- CHECK

INSTALLMENT DEED

FROM
EDWARD R. CARVER, EXECUTOR
UNDER THE WILL OF ROSA VELMA ~~BENNETT, DECEASED, WILMA~~
~~RODEAN LANCE, FRANCES JEANNETTE AIRMAN AND MILDRED LUCILLE~~
~~CARVER~~

TO
HOWARD W. HOLLAND AND
RAY A. POIRRIER, AS EQUAL
TENANTS IN COMMON

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

RECEIVED OF _____

FOR _____

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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
			1[illegible].00-	CO
			40[illegible].00-	MO
			31.20	CO TX
			2.00	MO TX
			.50	PRFEE
			12.00	MORTGAGE
			CHECK	45.70-
6[illegible]/04/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

35813

IDENTIF. REFERENCE

SEP 4 3 18 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 842211