This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

WILLIAM M. JUDD and wife,
MARY CROSS JUDD

TO

JAMES D. HENDRICKS and
wife, BRENDA FAYE HENDRICKS

For draftsman's use

PREPARED BY:

WILLIAM B. BRUCE
Attorney at Law
1610 Parkway Towers
Nashville, Tennessee 37219
Phone: 24405432

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James D. Hendricks, et ux (NAME)	Same (NAME)	114 119
645 Old Hickory Boulevard (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	8DZ 41640
Nashville, Tennessee 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 24 4 04 PM '81

FILED & DULY RECORDED IN REGISTER'S OFFICE OF DAVIDSON COUNTY, TENN.

G61323

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$45,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF September, 1981

Notary Public

MY COMMISSION EXPIRES: April 17, 1983

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty-five Thousand and No/100 ($45,000.00) DOLLARS

of which $ 200.00 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 two promissory notes, one in the amount of Thirty-five Thousand Dollars ($35,000.00), payable over thirty (30) years at the rate of thirteen per cent (13%) per annum and the other in the amount of Nine Thousand, Six Hundred, Three and 15/100 Dollars ($9,603.15), payable within six (6) months.

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,

William M. Judd and wife, Mary Cross Judd

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

James D. Hendricks and wife, Brenda Faye Hendricks

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 8th, formerly the 12th, Civil District, being Lot No. 6 on a survey of a part of H. C. Carter's 11.82 acre tract of land, described according to a survey made by Watkins and Murray, Surveyors, July 16th, 1947, and November 28, 1947, as follows:

Beginning at a point in the center of Old Hickory Boulevard at the southeast corner of the property conveyed to Mary Gustava Ingrum by deed from H. C. Carter and wife, of record in Book 1555, page 225, Register's Office for said County, being the corner of Lots Nos. 5 and 6; thence with the line between said two lots, north 88 degrees 30 minutes west 565.4 feet to an iron pin; thence south 8 degrees 5 minutes east 273 feet to an iron pin; thence south 88 degrees 30 minutes east 563.4 feet to the center of said Boulevard; thence with the center of said Boulevard north 8 degrees west 273 feet to the beginning, containing 3.47 acres, more or less.

(See attached continuation)

This is unimproved ( ) improved (X) property, known as 345 Old Hickory Boulevard, Nashville, TN 37209
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 William B. Bruce 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 $ 35,000.00 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 24th day of September, 1981

William M. Judd — WILLIAM M. JUDD

James D. Hendricks — JAMES D. HENDRICKS

Mary Cross Judd — MARY CROSS JUDD

Brenda Faye Hendricks — BRENDA FAYE HENDRICKS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, William B. Bruce, a Notary Public in and for said County and State, the within named William M. Judd and wife, Mary Cross Judd, and James D. Hendricks and wife, Brenda Faye Hendricks 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 24th day of September, 1981.

William B. Bruce — Notary Public

Commission expires April 17, 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

Continuation of land description on installment deed from William M. Judd and wife, Mary Cross Judd to James D. Hendricks and wife, Brenda F. Hendricks

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Included in the above description, but specifically excluded from this conveyance are the following two tracts of land:

1. Land in the 8th, formerly the 12th, Civil District of said County, being the northeasterly part of lot No. 6 on a survey of a part of H. C. Carter's 11.82 acre tract of land, described according to a survey made by S. H. Hutchison, Surveyor, August 30, 1952, as follows:

Beginning at a point in the center of Old Hickory Boulevard at the southeast corner of the property conveyed to Mary Gustava Ingrum by deed from H. C. Carter and wife, of record in Book 1555, page 225, Register's Office for said County, being the corner of lots Nos. 5 and 6; thence with the line between said two lots, north 88° 30' west 267 feet to an iron pin; thence south 3° 15' west 127 1/2 feet to an iron pin; thence north 89° east 292 feet to the center of said Boulevard; thence with the center of said Boulevard, north 8° west 122 feet to the beginning, containing .8 of an acre, more or less.

Being the property conveyed to William Hardin Parman and wife, Dorothy Clarine Parman, by deed from William M. Judd and wife, Mary Cross Judd, of record in Book 2092, page 339, said Register's Office.

2. Land in the 8th, formerly the 12th, Civil District of said County, being the northwesterly part of Lot No. 6 on a survey of a part of H. C. Carter's 11.82 acre tract of land, described as follows: Beginning on the line between lots Nos. 5 and 6 on said survey at the northwest corner of the property conveyed to William Hardin Parman and wife, by deed from William M. Judd and wife, of record in Book 2092, page 339, Register's Office for said County, being north 88° 30' west 267 feet from the center of Old Hickory Boulevard; thence with the line between said Lots Nos. 5 and 6, North 88° 30' West 298.4 feet to the southwest corner of said Lot No. 5; thence South 8° 15' East 127 1/2 feet; thence eastwardly 271.6 feet to the said Parman's southwest corner; thence with said Parman's western boundary line, northwardly 127 1/2 feet to the beginning.

Being the property conveyed to William Hardin Parman and wife, Dorothy Clarine Parman, by deed from William M. Judd and wife, Mary Cross Judd, of record in Book 2497, page 414, said Register's Office.

Being part of the property conveyed to William M. Judd and wife, Mary Cross Judd, by deed from H. C. Carter and wife, Johnie Carter, of record in Book 1632, page 563, Register's Office of Davidson County, Tennessee.

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

BOOK 5798 PAGE 444

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
			45000.00- CO	
			44603.15- MO	
			117.00 CO TX	
			42.60 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 169.10-.	
			9762AU9/24/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 61323

IDENTIFICATION REFERENCE

SEP 24 4 04 PM '81

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

No. 845193