PREPARED BY: James L. Smith, Atty., 140 N. Main St., Goodlettsville, TN 3707

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William K. Jones, et ux	SAME	18-8-29 PS
(NAME) 300 Hitt Lane	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville Tenn	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Mail

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FOR AND IN CONSIDERATION of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 ($3,500.00)---------- *Dollars,*

of which FIVE HUNDRED AND NO/100 ($500.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND AND NO/100 ($3,000.00)---------- *Dollars,*

William K. Jones and wife, Bonnie S. Jones, *have executed* their joint note of even date herewith in the principal sum of $3,000.00 payable to Goodlettsville Development Company in equal monthly installments of $96.81 each, commencing on the 1st day of March, 1980, and continuing on the first day of each succeeding month, for a total of 36 months.

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, Goodlettsville Development Company,

have this day bargained and sold, and do hereby transfer and convey unto the said William K. Jones and wife, Bonnie S. Jones, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the 10th Civil District of Davidson County, Tennessee, described according to an unrecorded survey dated January 25, 1980, by Donald R. Carver, Surveyor, as follows:

Beginning at an iron pin on the south margin or Hitt Lane, same being the northwesterly corner of this tract; thence, with the south margin of said Hitt Lane, N 45° 19' E (around a curve to the right) 270.73 feet to a point; thence, N 62° 08' E. 200.00 feet to an iron pin in the north edge of Lumpsey Creek and the south margin of Hitt Lane; thence, leaving Hitt Lane and crossing Lumpsey Creek, S 27° 17' E. 72.5 feet to an "x" on top of 4" by 4" concrete marker; thence S 35° 43' W. 150.00 feet to a concrete monument; thence, S 26° 55' W. 404.1 feet to a stake in fence line in the bottom of drainage ditch, the original west line (Johnson east line); thence, with old fence line and crossing Lumpsey Creek N 26° 41' W, 294.00 feet to an iron pin, the point of beginning and containing 2.00 acres ±.

Being a portion of the same property conveyed to Goodlettsville Development Company by deed from W. C. Moncrief & Co., of record in Book 3255, page 392, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 3,500.00

Affiant

Subscribed and sworn to before me, this the 1st day of February, 1980

Notary Public

My commission expires My Commission Expires JANUARY 18, 1982

Affix Seal

RESTRICTIVE COVENANTS will be the same as recorded for Sections I and II of Connell Estates.

unimproved (X)
This is improved ( ) property, known as ..... (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 William K. Jones and wife, Bonnie S. Jones, 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 successors, ~~xxx~~ *and representatives, to warrant and forever defend the title to said real estate to said* William K. Jones and wife, Bonnie S. Jones, 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 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 William K. Jones and wife, Bonnie S. Jones, ... *hereinafter referred to as trustors, hereby transfer and convey unto* James L. Smith ..... *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 $ insurable value *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

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 12th day of February, 1980.

William K. Jones
William K. Jones

Bonnie S. Jones
Bonnie S. Jones

GOODLETTSVILLE DEVELOPMENT CO.

BY: [signature] Pres.

BY: [signature] Secy

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, O. W. Phipps *a Notary Public in and for said County and State,* William K. Jones and wife, Bonnie S. Jones,

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 Goodlettsville, Tennessee, *this* 12th *day of* February, *19*80.

O. W. Phipps
Notary Public

Commission expires My Commission Expires JANUARY 18, 1982

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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, C. W. Phipps, *a Notary Public of the State and County aforesaid, personally appeared* H. S. Moss and W. C. Moncrief, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* themself *to be* President and Secy-Treas. *of the* Goodlettsville Development Company, *the within named bargainor, a corporation, and that* they *as such* President and Secretary-Treasurer *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themself *as* President and Secretary-Treasurer.

Witness my hand and seal, at office in Goodlettsville, Tenn
this 1st *day of* February, *19* 80.

C. W. Phipps *Notary Public*

C. W. PHIPPS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires My Commission Expires JANUARY 18, 1982

562843

IDENTIF. REFERENCE

OCT 6 2 39 PM '81

FILED AND RECORDED IN THE REGISTER DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

GOODLETTSVILLE DEVELOPMENT COMPANY

TO

WILLIAM K. JONES, ET UX

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5804 PAGE 28

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
			3500.00- CO	
			3000.00- MO	
			9.10 CO TX	
			1.00 MO TX	
			.50 PRFEE	
			10.00 WDEED	
			CHECK	22.60-
			1610A10/06/81 SAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

662843

IDENTIF. REFERENCE

Oct 6 2 39 PM '81

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

No. 846967