BOOK 5818 PAGE 438

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Claude E. Swann and wife,

Bonnie Swann

TO

Carolyn B. Jennings

For draftsman's use

This instrument was prepared by
[illegible], Attorney at Law
Stahlman Building, Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Carolyn B. Jennings (NAME)	Carolyn B. Jennings (NAME)	183-80
451 Old Franklin Road (STREET ADDRESS OR ROUTE NUMBER)	451 Old Franklin Road (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Nov 12 3 59 PM '81

FEE $ WILSON REGISTER
DAVIDSON COUNTY, TENN.

367898

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 23rd DAY OF October, 19 81

Notary Public

MY COMMISSION EXPIRES: Feb. 5, 1983

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fourteen Thousand and No/100 ($14,000.00) DOLLARS

of which $ 2,800.00 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 their one note of even date herewith in the original principal amount of $11,200.00, payable to the order of Claude E. Swann and wife, Bonnie Swann in 20 quarterly installments of $560.00 each, the first of which is due and payable on the 23rd day of January, 1982, and thereafter a like amount on the 23rd day of each succeeding April, July, Oct. and Jan., with the final and last installment becoming due and payable on the 23rd day of October, 1986. The unpaid principal bears interest at the rate of 14-3/4 per cent per annum, to be computed on the unpaid principal balance from time to time and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

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,

Claude E. Swann and wife, Bonnie Swann

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

Carolyn B. Jennings

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

Land in the 5th Civil District of Davidson County, Tennessee, being Tract 9 on the Survey of a portion of the Burkitt property by A & A Engineers, Inc., dated May 18, 1976, George Anton, Engineer, which survey is not of record, said Tract 9 being more particularly described according to such survey as follows:

BEGINNING at a point in the east margin of Old Hickory Boulevard, George Kersey's southwest corner, ~~the northwest corner of Tract No. 5 in said survey and formerly~~ W. G. Burkitt's northwest corner; thence with the east margin and the south margin of Old Hickory Boulevard, S 1° 39' 21" E 204.88 feet, S 27° 42' 07" W 107.30 feet, S 46° 15' 54" W 80.08 feet, S 58° 22' 37" W 25.57 feet, S 58° 22' 37" W 25.26 feet S 81° 53' 11" W 59.09 feet, S 88° 49' 20" W 15.65 feet to the point of beginning; thence with the south margin of Old Hickory Boulevard, S 88° 49' 20" W 68.52 feet; S 89° 52' 20" W 131.48 feet to the northeast corner of Tract No. 10 in said survey; thence with the line between Tract No. 10 and Tract No. 9, S 0° 14' 04" W 1211.04 feet to a point in the north line of Tract No. 13, the southeast corner of Tract No. 10; thence with the north line of Tract No. 13, S 82° 45' 21" E 200.0 feet to a point, the southwest corner of Tract No. 8; thence with the line between Tract No. 8 and Tract No. 9, N 0° 18' 11" E 1238.19 feet to the point of beginning by said survey 5.60 acres, more or less.

BEING the same property conveyed to Claude E. Swann and wife, Bonnie Swann, by deed from Louise Burkitt, A. J. Burkitt, L. H. Burkitt, and Lucien Burkitt, Executor of the estate of Elizabeth Burkitt, of record in Book 5059, page 555, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 5059, page 555, Register's Office for Davidson County, Tennessee.

7838 11/12 82.10- CHERY

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 Ernie Hill **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 $** insurable value **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:**

BOOK 5818 PAGE 439

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 29th day of October 19 81.

Carolyn B. Jennings — Carolyn B. Jennings

Claude E. Swann — Claude E. Swann

Bonnie Swann — Bonnie Swann

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Claude E. Swann and wife, Bonnie Swann

the 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 Nashville, Tennessee, this 29th day of October, 19 81

Edna Earle Carney, Notary Public

Commission expires My Commission Expires Jan. 18, 1982

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carolyn B. Jennings

the bargainor , with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12 Th day of November, 19 81

William J. Wiseman at Large, Notary Public

Commission expires My Commission Expires Jan. 20, 1985

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5818 PAGE 440

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
			14000.00- CO	
			11200.00- MO	
			36.40 CO TX	
			9.20 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	52.10-
7838			11/12/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 67898

IDENTIF. REFERENCE

Nov 12 3 53 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 852956