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

Installment Deed

BOOK 5826 PAGE 22

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David N. Bobbitt and Connie J. Bobbitt		101-
(NAME) River Road, Route 2	(NAME) SAME	parcel 75 & 77
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Five Thousand and no/100 ---------- ----------($25,000.00) ---------- *Dollars,*

of which Five Thousand and no/100 ----------($5,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand and no/100 ---------- ----------($20,000.00) ---------- *Dollars,*

David N. Bobbitt and Connie J. Bobbitt *have executed*
their promissory note of even date herewith in the principal amount of $20,000.00 payable to the order of ~~William H. Null and wife~~ Mamie L. Null in 60 monthly installments, 59 of which are in the amount of $196.00 each which include both principal and interest at the rate of 11% per annum, and one, the final and 60th installment in the amount of the unpaid principal balance plus interest at the rate of 11% per annum, the first installment falling due on December 24th, 1981 and the others on the same day of each successive month thereafter,

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, I, ~~XXXXXXXXXXXXXXXXXXXXXXXXX~~ Mamie L. Null, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said David N. Bobbitt, unmarried, and Connie J. Bobbitt, unmarried, their *(successors), heirs and assigns,*

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

Two tract of land in Davidson County, Tennessee, described as follows:

TRACT I: Land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, described partly according to a survey made by S. H. Hutchison, Surveyor, July 8, 1950, as follows:
Beginning at a point in the center of River Road at the northeast corner of the property conveyed to H. L. Sawyers and wife, by deed from Eley Sawyers and wife, of record in Book 1629, page 29, Register's Office for said County; thence with the center of said River Road, south 65 deg. east 110 feet; thence south 24 deg. west 354 feet to a point in the northerly boundary line of the property conveyed to Luther E. Cullom and wife, by deed from Eley D. Sawyers and wife, of record in Book 1554, page 595, said Register's Office; thence with the northern boundary line of said Cullom property, south 65 deg. west 264 feet and north 50 deg. west 127 feet; thence north 52 deg. east 320 feet to a stake; thence north 26-1/2 deg. east 51 feet to a mock orange in the eastern boundary line of the said H. L. Sawyers property; thence with the eastern boundary line of said Sawyers property, north 37-1/2 deg. east 189 feet to the beginning.

The above described property was conveyed to William H. Null and wife, Mamie L. Null by deed from George G. Keaton and wife, Mary Elizabeth Keaton, of record in Book 2147, page 379, Register's Office for said County, the said William H. Null having since died.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Subscribed and sworn to before me, this the 30th day of November 19 81

Connie J. Bobbitt
Affiant

My commission expires: 10-20-85 (Affix Seal)

Notary Public

TRACT II:

Situated in the 8th, formerly the 12th, Civil District, and beginning at a small mock-orange tree in the Will Hulan line, about 184 feet from the center of River Road in front of Watkins Chapel Church building; thence south 55 deg. west 137 feet to a small cedar tree at the rear of a spring; thence south 65 deg. west 350 feet to an elm tree; thence south 50 deg. east 177 feet to a small oak tree in the Will Hulan line; thence north 44 deg. east 503 feet, more or less, with the Will Hulan line, to the beginning.

The above described property was conveyed to William H. Null and wife, Mamie L. Null by deed from T. G. Scurlock and wife, Margaret A. Scurlock, of record in Book 3764, page 607, Register's Office for said County. the said William H. Null having since died.

unimproved ( )
This is improved (X) property, known as Route 2 River Road, Nashville, Tn.
(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 David N. Bobbitt and Connie J. Bobbitt, 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* David N. Bobbitt and Connie J. Bobbitt, 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 David N. Bobbitt and Connie J. Bobbitt, *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 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 25th *day of* November, *19* 81

Mamie L. Null

Mamie L. Null

David N. Bobbitt

David N. Bobbitt

Connie J. Bobbitt

Connie J. Bobbitt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Doris E. Moran, *a Notary Public in and for said County and State,* Mamie L. Null, a widow

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* 25th *day of* November, *19* 81

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Doris E. Moran *Notary Public*

Commission expires 10-20-85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dorothy L. Gilbert *a Notary Public in and for said County and State,* David N. Bobbitt ~~and Connie J. Bobbitt~~

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 Nashville, Tennessee
this 24 *day of* November, *19* 81

NOTARY PUBLIC DAVIDSON COUNTY

Dorothy L. Gilbert *Notary Public*

Commission expires Oct. 21, 1984

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 .....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Doris E. Moran a Notary Public in and for said County and State, Connie J. Bobbitt

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

Witness my hand and official seal at Nashville, Tennessee,
this 30th day of November, 1981.

Doris E. Moran
Notary Public

Commission Expires: 10-20-85

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

B-240165

INSTALLMENT DEED

FROM
~~Robbitt and wife~~
Mamie L. Null

TO
David N. Bobbitt and Connie J. Bobbitt

370381

IDENTIF. REFERENCE

DEC 2 9 45 AM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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 BOOK 5826 PAGE 26

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
			25000.00- CO	
			20000.00- MO	
			65.00 CO TX	
			18.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	95.50-.
			0871A12/02/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37038 I

IDENTIF. REFERENCE

DEC 2 9 45 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 855875