This Instrument Was Prepared
By: Phillip Saindon (gg) Of The Law Firm; Pedigo & Saindon; 301 Stahlman Bldg., Nashville, TN

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. & Mrs. F. Borden Pugh	Same	11-23 4D21073
(NAME: Rt. #1 Elizabeth Drive	(NAME:	11-24 4D18915
(STREET ADDRESS OR ROUTE NUMBER) Hermitage Tenn 37076	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of TWENTY-TWO THOUSAND AND NO/100 ($22,000.00) Dollars, of which SEVEN THOUSAND AND NO/100 ($7,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder FIFTEEN THOUSAND AND NO/100 ($15,000.00) Dollars, F. Borden Pugh and wife, Betty Jo Pugh have executed an installment deed note in the principal amount of $15,000.00 payable to the order of Norman F. Dean, Joseph H. Mangum, F. Compton Wallace and Richard C. Wallace, said note being payable in 60 equal monthly installments of $333.67 each, with the first installment being due and payable one month from even date and thereafter on the same day of each month, alike amount is due and payable until the entire amount, both principal and interest has been paid in full. Said note bears interest at the rate of 12% per annum and is included in said installments.

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, Norman F. Dean, Joseph H. Mangum, F. Compton Wallace and Richard C. Wallace have this day bargained and sold, and do hereby transfer and convey unto the said F. Borden Pugh and wife, Betty Jo Pugh, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract I: Land in the 2nd Civil District of Davidson County, Tennessee, being Lot 38 on the Plan of Bridle Path Subdivision, Section One, of record in Book 5200, page 228 and 229, Register's Office for Davidson County, Tennessee, to which plat reference is here made for a more particular description.

Tract II: Land in the 2nd Civil District of Davidson County, Tennessee, being Lot 67 on the Plan of Bridle Path Subdivision, Section One, of record in Book 5200, pages 228 and 229, Register's Office of Davidson County, Tennessee, to which plan reference is here made for a more complete description.

BEING the same property conveyed to Norman F. Dean, Joseph H. Mangum, F. Compton Wallace and Richard C. Wallace by deed from Jimmy A. Fitzgerald and wife, Betty Jayne Fitzgerald of record in Book 5781, page 256, Register's Office for Davidson County, Tennessee.

These properties are not the place of residence of grantors.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 22,000.00

Subscribed and sworn to before me, this the 9th day of March 1982

Phillip Saindon
Affiant

My commission expires: (Affix Seal)

E. Bushears Dep. Reg.
Notary Public

This is unimproved ( ) 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 F. Borden Pugh and wife, Betty Jo Pugh, 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 F. Borden Pugh and wife, Betty Jo Pugh, 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 F. Borden Pugh and wife, Betty Jo Pugh hereinafter referred to as trustors, hereby transfer and convey unto Phillip Saindon, 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.

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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 Registers 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.

Witness our *hand* s *this* 2 *day of* March, *19* 82, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

F. Compton Wallace

Richard C. Wallace

Betty Jo Pugh

Joseph H. Mangum

Norman F. Dean

F Borden Pugh

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip Sandon, *a Notary Public in and for said County and State,* Norman F. Dean, Joseph H. Mangum, F. Compton Wallace and Richard C. Wallace and F. Borden Pugh and wife, Betty Jo Pugh *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* 2 *day of* March, *19* 82

Phillip Sandon *Notary Public*

Commission expires Jan. 22, 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 .....

INSTALLMENT DEED

FROM

NORMAN F. DEAN, ET AL

TO

F. BORDEN PUGH, ET UX

RUSH

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IDENTIF. REFERENCE

MAR 4 1 19 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

PEDIGO & SAINDON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

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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
			2[illegible].00-	CO
			150[illegible].00-	MO
			57.20	CO TX
			18.60	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	75.70-
			5379A03/04/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G8 J 9 4 3

IDENTIF. REFERENCE

MAR 4 1 19 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 869794