Prepared by:
Gail Pigg, Attorney
One Commerce Place
Nashville, TN 37239

Installment Deed

BOOK 5869 PAGE 912

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Chelsea F. Khone and	same	172
wife, Mary Elizabeth Khone	(NAME)	
1219 General MacArthur Dr.		#152
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Brentwood, TN 37027		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-Eight Thousand Three Hundred Fifty-Two and No/100 ($28,352.00)----------*Dollars,*

of which Ten Thousand and No/100 ($10,000.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eighteen Thousand Three Hundred Fifty-Two and No/100 ($18,352.00)----------*Dollars,*

CHELSEA F. KHONE and wife, MARY ELIZABETH KHONE *have executed* their joint promissory note of even date herewith payable to Holt Hills Development Co., Inc., in the amount of $18,352.00, bearing interest at Twelve (12%) percent per annum, and due and payable on or before February 19, 1983. This Trust Agreement also covers any extensions granted to the foresaid note, as well as renewals thereof. In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder. In the event holder consents to an assumption, said consent, to be effect, must be in writing.

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,

HOLT HILLS DEVELOPMENT CO., INC.

have this day bargained and sold, and do hereby transfer and convey unto the said

CHELSEA F. KHONE and wife, MARY ELIZABETH KHONE

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Reserved Parcel "A" on the Plan of Holt Hills, Section 3, as of record in Book 5200, page 306, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said reserved parcel.

Being part of the same property conveyed to Holt Hills Development Co., Inc. by deed from Third National Mortgage Company, of record in Book 5167, page 768, said Register's Office.

Grantor herein expressly retains an easement for itself, its heirs, representatives and assigns in that portion of the aforesaid tract comprising a part of Holt Hills Road as shown on said plat for purposes of ingress and egress and installation of public utility lines, said easement to serve those parties named in the following sentence. The 50-foot private right-of-way shown on said plat as Holt Hills Road is intended to be used by all owners of tracts in Holt Hills, Section 3, as presently or hereinafter shown on the records of the Register of Deeds, as well as the owners of tracts in the undeveloped section of land owned by Holt Hills Development Co., Inc., which fronts on said road, and the owner of the James I.

313

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

The actual consideration or value whichever is greater, for this transfer is $ 28,352.00

Subscribed and sworn to before me, this the 2nd day of April 1982.

My commission expires: 10-7-85

(Affix Seal)

Notary Public

Vance Berry Tract. The rights, duties and obligations of the grantor and grantee of the use of said roadway are set forth in an Easement and Joint Roadway Use and Maintenance Agreement recorded in Book 5707, page 706, Register's Office for Davidson County, Tennessee, the terms of which are incorporated herein by reference, and this conveyance is subject to all the terms and conditions therein set forth. Said Joint Roadway Use and Maintenance Agreement amended in Book 5720, page 143.

This conveyance is also subject to the easement granted James I. Vance Berry, Trustee, set forth in Book 5707, page 706, said Register's Office, as amended in Book 5720, page 143.

Grantor also grants unto the said Chelsea F. Khone and wife, Mary Elizabeth Khone, their heirs and assigns, a perpetual easement for ingress and egress and for installation of utilities over and across that portion of Holt Hills Road described on Exhibit "A" hereto attached, which easement is also subject to all the terms and conditions set forth in instrument of record in Book 5707, page 706, said Register's Office, as amended in Book 5720, page 143.

This conveyance is subject to restrictions of record in Book 5708, page 670, Register's Office for Davidson County, Tennessee, and to the plat of record in Book 5200, page 306, which plat contains an owner's certificate, certain setback lines and easements. Attention is called to the fact that the plat contains certain requirements, as set forth on Exhibit "B" attached hereto.

Also shown on said plat and affecting said Reserved Parcel "A" is a 30-foot drainage easement extending across said reserved parcel.

This conveyance is pursuant to notation on the plan of record in Book 5200, page 306, as follows:

Not to be used as a building site unless approved by the Metropolitan Planning Commission, or incorporated, by deed, as a part of Tract 33

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 CHELSEA F. KHONE and wife, MARY ELIZABETH KHONE *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,* except for 1982 taxes; plan of record in Bk.5200, p.306; all terms, conditions and obligations set forth in instrument of record in Bk.5707, p.706, easement to Vance Berry, Trustee in Bk.5707, p.706; easement for right-of-way of Holt Hills Road lying within boundaries of premises; easement for right-of-way of old road lying within boundaries of premises shown on survey by James L. Murphy, dated 5-4-68; 50-foot easement in Bk.4780, p.611; restrictions in Bk.5708, p.670, amendment to Easement for Joint Roadway Use and Maintenance Agreement in Book 5720, page 143.

We ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* CHELSEA F. KHONE and wife, MARY ELIZABETH KHONE *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 CHELSEA F. KHONE and wife, MARY ELIZABETH KHONE *hereinafter referred to as trustors, hereby transfer and convey unto* F. Murray Parker, *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 12 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 2nd day of April, 1982.

HOLT HILLS DEVELOPMENT CO., INC.

Richard C Argo Pres.

BY: Richard C. Argo, President

Evelyn Sutton, Sec-Treas

Evelyn Sutton, Secretary-Treasurer

Chelsea F Khone X

Chelsea F. Khone

Mary Elizabeth Khone X

Mary Elizabeth Khone

X STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Chelsea F. Khone and wife, Mary Elizabeth Khone

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 Brentwood, ~~Nashville~~ Tennessee, this 2nd day of April, 1982.

Notary Public

Commission expires 10-7-85

NOTARY PUBLIC WILLIAMSON COUNTY, TN

012

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, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Richard C. Argo and Evelyn Sutton, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Secretary-Treasurer *of the* Holt Hills Development Co., Inc., *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* themselves *as* President and Secretary-Treasurer

Witness my hand and seal, at office in....., *this* 2nd *day of* April, *19*82

Patricia Bowen *Notary Public*

Commission expires 4-22-84

G 8.6 0. 1. 4

IDENTIF. REFERENCE

APR 6 8 59 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

507 04/06 102.74- CHECK

INSTALLMENT DEED

FROM

Holt Hills Development Co., Inc.

TO

Chelsea F. Khone et ux

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 BOOK 5869 PAGE 916

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
			26352.00- CO	
			16352.00- MO	
			73.64 CO TX	
			16.40 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 102.74-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8 6 0 1 4

IDENTIF. REFERENCE

APR 6 8 59 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 874711