This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

EVERETTE WHITE and wife,

ANTOINETTE WHITE

**TO**

LEONARD K. SCHUBERT and wife,
MARGIE MARIE SCHUBERT

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON, Attorneys
108 South Main Street
Ashland City, TN 37015

BOOK 5887 PAGE 834

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Leonard K. Schubert, et ux (NAME) | Same (NAME) | 67 |
| Route 6, Box 284 (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | P/O 67 PW |
| Ashland City, TN 37015 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

G.9.1.967

IDENTIF. REFERENCE

MAY 19 9 24 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } CHEATHAM

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

$11,000.00 Leonard K. Schubert
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 18th DAY OF May 1982

Notary Public

MY COMMISSION EXPIRES: 7-31-84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eleven thousand and 00/100 ($11,000.00)---------- DOLLARS

of which $ 500.00 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 joint vendor's lien note of even date herewith, payable to the order of EVERETTE WHITE and wife, ANTOINETTE WHITE, in the sum of $10,500.00, payable as follows: on the 1st day of July, 1982, the sum of $100.00 per month for twenty-four (24) months; the sum of $200.00 per month for thirty-nine (39) months; and the sum of $300.00 as the last payment. This note bears no interest. No foreclosure shall be instituted unless the note is in default for six (6) months.

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,

Everette White and wife, Antoinette White

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Leonard K. Schubert and wife, Margie Marie Schubert

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

A tract of land in the 13th, formerly the 25th, Civil District of Davidson County, Tennessee, being part of Lot No. 3 on the Plan of Jerome B. Hyde and Richard Hyde Estate, as of record in Minute Book 1, pages 472 and 473, County Court for said County, described according to a survey made by Ralph W. C. Lambert, Surveyor, dated July 19, 1972, as follows:

BEGINNING at an iron pin in the southerly right of way of the Tennessee Railroad; thence along said right of way North 66° 30' West 230 feet to an iron pin; thence South 23° East 551 feet to the center line of Sulphur Creek; thence with said center line South 69° North 60 feet to a corner; thence South 34° West 205.2 feet to a corner; thence leaving the center line of said Creek North 23° West 631.5 feet to the point of beginning, containing 3.1 acres, more or less.

BEING the same property conveyed to Everette White and wife, Antoinette White, by deed from Daniel T. Leech and wife, Sara B. Leech, of record in Book 4629, page 445, Register's Office for Davidson County, Tennessee.

Antoinette White signs this deed for Everette White under and by virtue of Power of Attorney of record in Book _____, page _____, said Register's Office.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) _____ (Street) _____ P. O. Address: _____ (City or Town) _____ (Postal Zone)

**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 Wm. G. Wilkinson 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 $ insb. 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:

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 18th day of May 19 82.

EVERETTE WHITE

By: Antoinette White
Attorney in Fact
Antoinette White

Leonard K. Schubert

Margie Marie Schubert

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ CHEATHAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Antoinette White, Leonard K. Schubert and wife, Margie Marie Schubert

the 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 Ashland City Tennessee, this 18th day of May, 1982.

Wm G. Wilkinson
Notary Public

Commission expires 7-31-84

STATE OF TENNESSEE
Cheatham County

On this 18th day of May, 1982, before me personally appeared Antoinette White, to me known to be the person who executed the foregoing instrument in behalf of Everette White and acknowledged that she executed the same as the free act and deed of said Everette White.

Witness my hand and official seal at Ashland City, Tennessee, this 18th day of May, 1982.

Wm G. Wilkinson
Notary Public

My Commission Expires: 7-31-84

5/19/82 - 43.60 - CHECK

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

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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 |
|---|---|---|---|---|
| | CO. | 11,000.00 | | |
| | MO. | 10,500.00 | | |
| | CO. TAX | | 38.60 | |
| | MO. TAX | | 8.50 | |
| | PF | | .50 | |
| | WD | | 6.00 | |
| | | | | 43.60 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.9.1.9.6.7.

IDENTIF. REFERENCE

MAY 19 9 24 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 881876