OFFICIAL RECEIPT

This instrument was prepared by KENNETH M. BALLEW, Attorney at Law, 333 Gallatin Rd. Madison, TN 37115

Installment Deed

Mail

BOOK 5902 PAGE 454

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Larry C. Baker et ux	same	110-115
(NAME)	(NAME)	
211 DONNA Dr.		4D 14235
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
MADISON TENN 37115		
(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 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 FIFTEEN THOUSAND AND NO/100 ----- ---------- ($15,000.00) *Dollars,*

Larry C. Baker and wife, Ann M. Baker *have executed*

their one joint promissory note of even date herewith payable to the order of Orville Earheart and wife, Allie Mae Earheart, on or before ninety (90) days from date, bearing no interest.

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, We, ORVILLE EARHEART AND WIFE, ALLIE MAE EARHEART,

have this day bargained and sold, and do hereby transfer and convey unto the said LARRY C. BAKER AND WIFE, ANN M. BAKER,

their *(successors), heirs and assigns,*

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

TRACT I:

Land in Davidson County, Tennessee, beginning at an iron pin in center line of Earhart Road, said point being located 0.3 miles, more or less, from the northerly margin of Stewart Ferry Pike, thence with said center line of Earhart Road North 4° 30' east 230.0 feet to a point being George Mabry Southwest corner, thence leaving said Earhart Road, and with George Mabry south line south 87° 10' East 790.0 feet to an iron pin, being George Mabry Southeast corner, thence with Marlin west line, an old fence, south 1° 00' west 259.0 feet to an iron pin in old fence line, thence leaving said fence, north 85° 05' west 815.0 feet to point of beginning containing 4.5 acres, more or less.

Being the same property conveyed to Orville Earheart and wife, Allie Mae Earheart, by deed from Bennie Henry, of record in Book 3946, page 481, Register's Office for Davidson County, Tennessee.

TRACT II:

Land in Davidson County, Tennessee, being a part of the division of property for Mrs. Bennie Henry and described according to a survey by Murray D. Shanklin, dated February 8, 1972, as follows:

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 23 day of June 82

My commission expires 10-18-83

Affix Seal

Affiant

Notary Public

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4529

Beginning at an iron pin in the northerly margin of a dedicated roadway, the same being 475.92 feet east of an iron pin on the easterly margin of Earheart; thence north 8° 32' east 292.82 feet to an iron pin; thence south 87° 10' east 292.25 feet to an iron pin; thence along a fence row south 8° 21' west 305.28 feet to an iron pin; thence north 84° 33' west 292.25 feet to an iron pin, and containing 2.0 acres, more or less.

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Being the same property conveyed to Orville Earheart and wife, Allie Mae Earheart, by deed from Lester Wayne McCormick and wife, Brenda Gayle McCormick, of record in Book 4845, page 967, Register's Office for said County.

It is understood and agreed that the Sellers will be permitted to obtain water from an existing well on subject property and that maintenance of pump and equipment will be shared equally after the Buyers begin use of the well. It is also agreed that the Sellers will no longer make use of the well after city water is available.

FELIX Z. DAVIDSON II REGISTER
DAVIDSON COUNTY, TN
JUN 24 11 14 AM '82
IDENTIF. REFERENCE
5907 1

unimproved (X)
This is improved ( ) property, known as Earhart Road,
(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 Larry C. Baker and wife, Ann M. Baker, 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* Larry C. Baker and wife, Ann M. Baker, 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 Larry C. Baker and wife, Ann M. Baker *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, III, *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 XXXXXXXXXXXXXXXX *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 successor or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court to defend the status or 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

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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.

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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 the 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 23 *day of* June, *19* 82

Larry C. Baker

Orville Earheart

Ann M. Baker

Allie Mae Earheart

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Orville Earheart and wife, Allie Mae Earheart; and Larry C. Baker and wife, Ann M. Baker,

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 Madison, Tennessee, *this* 23 *day of* June, *19* 82

Notary Public

Commission expires 10-15-85

OFFICIAL RECEIPT

STATE OF .....

COUNTY OF .....

BOOK 5902 PG 457

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, ..., *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
ORVILLE EARHEART ET UX

TO
LARRY C. BAKER ET UX

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

G-19699

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5902 PAGE 458

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

	$5000.00-	CO
	15000.00-	MO
	65.00	CO TX
	13.00	MO TX
	.50	PRFEE
	9.00	WDEED
	CHECK	87.50-
4529A06/24/82	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3907

IDENTIF. REFERENCE

JUN 24 11 14 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 888208