PREPARED BY FRANK NEWMAN
2023 Lebanon Road
Nashville, Tn

Installment Deed

BOOK 5904 PAGE 211

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. &Mrs. Frank M. Harden (NAME)	Same (NAME)	Map 75
5309 Weber Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 49
Hermitage,TN. 37076 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	4D 02150

5139 06/25 273.50- CHECK

FOR AND IN CONSIDERATION of the sum of $80,000.00

Eighty Thousand and no/100---------- *Dollars,*

of which $25,000.00

Twenty Five Thousand and no/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $55,000.00

Fifty-five Thousand and no/100---------- *Dollars,*

Frank M. Harden and wife, Jannette L. Harden *have executed* their joint promissory note in the original principal sum of Fifty-five Thousand and no/100 Dollars ($55,000.00) payable to the order of Jane E. Tonkins or Harold A. Tonkins, in eighty-four monthly installments, the first 12 installments of Four Hundred Eighty-Two and sixty-seven/100 Dollars ($482.67), beginning on the 25th day of July, 1982, each installment including principal and interest on the unpaid balance at the rate of 10% per anum, and 71 succeeding installments beginning on the 25th day of July, 1983 of Five Hundred Sixty-five and seventy-four/100 Dollars ($565.74), each installment including principal and interest on the unpaid balance at the rate of 12% per anum, with a final or 84th installment due on the 25th day of June, 1989 of Fifty-three Thousand Two Hundred Ninety One and sixty-two Dollars ($53,291.62).

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, Jane E. Tonkins and husband, Harold A Tonkins,

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

Frank M. Harden and wife, Jannette L. Harden, their

(successors), heirs and assigns,

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

Land in the 4th Civil District of Davidson County, Tennessee and described according to a survey made by J. L . Murphy, Jr. and Co., dated Februarv 3, 1962, as follows:

Beginning at a point in the center line of Weber Road, south of the intersection of said line with the center line of Old Hickory Blvd., and thence N.86°56'W., 26.33 feet ot a point in the west right of way of Weber Road, said point beinq the terminus of a shortradius curve, thence with said curve (Delta 79°46', radius 25 feet, tangent 20.89 feet) 34.8 feet to the origin of said curve; thence N76°42'W., 174.46 feet to a point, the beginninq of a curve: thence with said curve (delta 19°39', radius 404.21 feet, tangent 70.0 feet) 138.63 feet to a point. thence S.85°21'W., 8.89 feet to a point; thence S.12°59'W.. 347.06 feet to a point; thence S.65°33'E.. 279.23 feet to the origin of a short radius curve; thence with said curve (Delta 89°57', radius 25 feet, tangent 24.98 feet) 39.25 feet to the terminus of said curve at a point in the West right of way of Weber Road; thence S.65°30'E.. 25 feet to the center line of Weber Road; thence with said center line of said Road. N.24°30'E., 245.04 feet to a point: thence with said center line of said Road, N.13°00'E.. 100.00 feet to a point; thence with said center line of said Road. N.5°30'E., 56.25 feet to the beginninq, and containing 3.351 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 80,000.00

Subscribed and sworn to before me, this the 25th day of June, 19 82

Frank Harden
Affiant

My commission expires Oct 17, 1982 (Affix Seal)

Notary Public

Being part of the same property conveyed to L. M. Baker and wife, Madeline Baker, by deed from Ernest W. Benz, Trustee, as of record in Book 866, page 316, in the Register's Office for Davidson County, Tennessee; the said L. M. Baker and Madeline Baker both having since died and said property having passed by the Will of Madeline Creel Baker (Madeline Baker and Madeline Creel Baker being one and the same person), as surviving tenant by the entireties, to Jane E. Tonkins as of record in Will Book 133, page 626, in the Office of the Probate Court Clerk of Davidson County, Tennessee .

This is unimproved ( ) improved (X) property, known as 5309 Weber Road (House Number) (Street) Hermitage, TN. 37076 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 Frank M. Harden and wife, Jannette L. Harden, 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* Frank M. Harden and wife, Jannette L. Harden, 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 Frank M. Harden and wife, Jannette L. Harden *hereinafter referred to as trustors, hereby transfer and convey unto* Frank M. Newman, *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 $ 55,000.00, *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* June, *19*82.

Jane Evelyn Tonkins

Harold A. Tonkins

Frank M. Harden

Jannette L. Harden

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Jane Evelyn Tonkins and husband, Harold A. Tonkins and Frank M. Harden and wife, Jannette L. Harden.

*the within named bargainor*S*..., 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 Donelson, *Tennessee, this* 25th *day of* June, *19*82.

Frank M. Nelson *Notary Public*

Commission expires October 17, 1982

FRANK M. NELSON NOTARY PUBLIC DAVIDSON COUNTY

OFFICIAL RECEIPT

STATE OF.....

COUNTY OF.....

BOOK 5904 PAGE 214

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

JANE EVELYN TONKINS etvir

TO

FRANK M. HARDEN et ux

Richard Pi.
Box 3 to
Box Bonus

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

JUN 28 3 54 PM '82

IDENTIF. REFERENCE

G9 7 5 6 4

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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

RECEIVED OF _____

FOR _____

BOOK 5904 PAGE 215

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
			60000.00-	CO
			55000.00-	MO
			208.00	CO TX
			53.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 273.50-
5134	A	06/28/82		BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 888791

697 64
↑
IDENTIF. REFERENCE
JUN 28 3:54 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.